



## San Bernardino Associated Governments

1170 W. 3<sup>rd</sup> Street, San Bernardino, CA 92410

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Web: [www.sanbag.ca.gov](http://www.sanbag.ca.gov)



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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

## AGENDA

### Mountain/Desert Committee Measure I Committee

June 15, 2007

9:00 a.m.

Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA

### Mountain/Desert Committee Membership

#### Chair

*Rick Roelle,  
Town of Apple Valley*

*Bill Jahm, Mayor  
City of Big Bear Lake*

*Mike Rothschild, Council Member  
City of Victorville*

#### Vice Chair

*Dennis Hansberger  
Board of Supervisors*

*Mike Leonard, Council Member  
City of Hesperia*

*Chad Mayes, Council Member  
Town of Yucca Valley*

*Trinidad Perez, Mayor Pro Tem  
City of Adelanto*

*Rebecca Valentine, Council Member  
City of Needles*

*Brad Mitzelfelt  
Board of Supervisors*

*Lawrence Dale, Mayor  
City of Barstow*

*Kevin Cole, Mayor  
City of Twentynine Palms*

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission***, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

***The San Bernardino County Transportation Authority***, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

***The Service Authority for Freeway Emergencies***, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

***The Congestion Management Agency***, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

***As a Subregional Planning Agency***, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

**San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency**

**AGENDA**

**Mountain/Desert Committee  
\*Measure I Committee**

**June 15, 2007  
9:00 a.m.**

Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA

**CALL TO ORDER: .**  
(Meeting Chaired by Rick Roelle)

- I. Attendance:
- II. Agenda Notices/Modifications:
- III. Announcements:

1. **Possible Conflict of Interest Issues for the Mountain/Desert Committee Meeting of June 15, 2007.** Pg. 5

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

### **Consent Calendar**

\* Items marked with an asterisk denote review/action by both the Mountain/Desert Committee and Measure I Committee.

2. **Attendance Register** Pg. 6

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

### **Discussion Items**

\* Items marked with an asterisk denote review by both the Mountain/Desert Committee and Measure I Committee.

3. **Election of Committee Chair and Vice Chair** Pg. 8

Conduct elections for members to serve as Chair and Vice Chair of the SANBAG Mountain/Desert Committee for terms to end June 30, 2008.  
**Deborah Barmack**

4. **State Route 58 (SR-58) Origin/Destination Truck Study** Pg. 11

Approve SANBAG Contract Number R08009 with Kern Council of Governments (COG) in an amount not to exceed \$30,000 for the completion of an Origin/Destination Truck Study on SR-58 between I-5 in Kern County and I-15 in San Bernardino County, as specified in the Financial Impact Section. **Ryan Graham**

5. **State Route 58 (SR-58) Origin and Destination Truck Study** Pg. 24

Approve the release of Request for Proposals (RFP) NO. 08014 for Development of the SR-58 Origin and Destination Truck Study.  
**Ryan Graham**

- \*6. **2007 Measure I Population Estimates for Measure I Allocations** Pg. 62

Adopt the 2007 population estimates for use in allocation of Measure I Local Pass-Through Funds. **Ryan Graham**

**\*7. Mountain/Desert Measure I Audits Pg. 70**

Accept the Measure I Summary Audit Report of Local Pass-Through Funds for the year ending June 30, 2006, for the jurisdictions in the Mountain/Desert Subregion. **Ryan Graham**

**8. Proposition 1B—Local Street and Road Improvement, Congestion Relief and Traffic Safety Account Pg. 101**

Receive report on the status of the Proposition 1B Local Street and Road Improvement, Congestion Relief and Traffic Safety Account. **Ryan Graham**

**9. Quarterly Administrative Report on SANBAG Federal Funding Programs Pg. 105**

1) Receive report on quarterly reporting and obligation status.

2) Adopt a finding of compliance with obligation requirements for all affected agencies. **Ty Schuiling**

**10. US-395 Pg. 112**

Receive comments from Mayor Jim Nehmens, City of Adelanto, regarding US-395. **Ryan Graham**

**Public Comments**

Items under this heading will be referred to staff for further study, research, completion and/or future actions.

**11. Additional Items from Committee Members****12. Brief Comments by the General Public****Additional Information****Acronym List Pg. 113****ADJOURNMENT:**

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

**Next Mountain/Desert Committee Meeting – Friday, July 20, 2007**

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 1

**Date:** June 15, 2007

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
		NONE	

**Financial Impact:** This item has no direct impact on the 2006/2007 Budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and policy committee members.

**Responsible Staff:** Deborah Barmack, Director of Management Services

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

# MOUNTAIN/DESERT POLICY COMMITTEE ATTENDANCE RECORD – 2007

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Trinidad Perez +</b> City of Adelanto	X	X	X	**	**							
<b>Rick Roelle</b> Town of Apple Valley	X		X	**	**							
<b>Lawrence Dale</b> City of Barstow	X	X	X	**	**							
<b>Bill Jahn</b> City of Big Bear Lake			X	**	**							
<b>Mike Leonard</b> City of Hesperia	X		X	**	**							
<b>Rebecca Valentine</b> City of Needles	X	X	X	**	**							
<b>Kevin Cole</b> City of Twentynine Palms	X		X	**	**							
<b>Mike Rothschild</b> City of Victorville	X	X	X	**	**							
<b>Chad Mayes</b> Town of Yucca Valley		X	X	**	**							
<b>Brad Mitzelfelt</b> County of San Bernardino	X	X		**	**							
<b>Dennis Hansberger</b> County of San Bernardino		X	X									

\*Non-voting City Representative attended  
+ Measure I Committee representative

\*\*The Mountain/Desert Committee did not meet

\*\*\* New SANBAG Board Member

X = Member attended meeting.

\* = Alternate member attended meeting. Empty box = Member did not attend meeting Crossed out box = Not a Board Member at the time.

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Page 1 of 1



# MOUNTAIN/DESERT COMMITTEE ATTENDANCE ROSTER – 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Kevin Cole City of Twentynine Palms		**		X	**		X	**	X	X	X	**
Paul Cook Town of Yucca Valley	X	**		X	**	X	X	**	X	X		**
Lawrence Dale City of Barstow	X	**	X	X	**	X	X	**	X		X	**
Dennis Hansberger County of San Bernardino	X	**	X	X	**	X		**			X	**
James Lindley City of Hesperia	X	**	X	X	**	X	X	**	X	X	X	**
Darrell Mulvihill City of Big Bear Lake		**	X		**		X	**	X			**
Bill Postmus County of San Bernardino	X	**			**			**	X	X		**
Rick Roelle Town of Apple Valley	X	**		X	**	X		**	X	X		**
Mike Rothschild City of Victorville	X	**		X	**	X	X	**	X	X	X	**
Rebecca Valentine City of Needles	X	**	X	X	**	X	X	**	X	X	X	**
+Trinidad Perez City of Adelanto	X	**	X		**			**			X	**

\*Non-voting City Representative attended  
+ Measure I Committee representative

\*\*The Mountain/Desert Committee did not meet

\*\*\* New SANBAG Board Member

The crossed-out boxes indicate members who were not on the committee as of that month.  
The empty boxes indicate member who did not attend the meeting that month.

•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3

**Date:** June 15, 2007

**Subject:** Election of Committee Chair and Vice Chair

**Recommendation:\*** Conduct elections for members to serve as Chair and Vice Chair of the SANBAG Mountain/Desert Committee for terms to end June 30, 2008.

**Background:** Terms for the Chair and Vice Chair of each of the SANBAG policy committees expire on June 30, 2007. Election of Chair and Vice Chair for each of the policy committees is scheduled to immediately follow the annual election of SANBAG Officers, which occurred at the June Board of Directors meeting.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Committee to serve until June 30, 2008. A complete listing of SANBAG policy committees, membership, and chairs is attached to this item for reference.

**Financial Impact:** Staff support for this activity is consistent with the adopted budget. There is no additional financial impact upon the SANBAG budget.

**Reviewed By:** This item is scheduled for action by the Mountain/Desert Committee on June 15, 2007.

**Responsible Staff:** Deborah Robinson Barmack, Director of Management Services

\*

MDC0706A-DRB  
94107000

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

# SANBAG Policy Committee Membership

[illegible]

# SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Major Projects Committee Membership consists of SANBAG Board members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	John Pomierski, Upland (Chair) Grace Vargas, Rialto (Vice Chair) Kelly Chastain, Colton Paul Biane, Supervisor Robert Christman, Loma Linda Bea Cortes, Grand Terrace Paul Eaton, Montclair Pat Gilbreath, Redlands Josie Gonzales, Supervisor Dennis Hansberger, Supervisor Larry McCallon, Highland Patrick Morris, San Bernardino Gwenn Norton-Perry, Chino Hills Mark Nuaimi, Fontana Gary Ovitt, Supervisor Richard Riddell, Yucaipa Paul Leon, Ontario Diane Williams, Rancho Cucamonga Dennis Yates, Chino	Indeterminate (6/30/2007) Indeterminate (6/30/2007) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Plans & Programs Committee Membership consists of three city :ANBAG Board Members from each of ne West Valley, East Valley, and Mountain/Desert subregions and all County Supervisors. ity members shall be elected by caucus f city SANBAG Board Members within ne subarea.	Provides ongoing policy level oversight for:  (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs.  Committee has authority to approve contracts of up to \$25,000 with notification to Board of Directors	Paul Eaton, Montclair (Chair) Mark Nuaimi, Fontana (Vice Chair) Paul Biane, Supervisor Kevin Cole, Twentynine Palms Bea Cortes, Grand Terrace Josie Gonzales, Supervisor Dennis Hansberger, Supervisor Larry McCallon, Highland Chad Mayes, Yucca Valley Gary Ovitt, Supervisor Brad Mitzelfelt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Diane Williams, Rancho Cucamonga	12/31/2008 (6/30/2007) 12/31/2007 (6/30/2007) Indeterminate 12/31/2007 12/31/2007 Indeterminate Indeterminate 12/31/2008 12/31/2008 Indeterminate Indeterminate 12/31/2008 12/31/2008 12/31/2007

Second Wednesday, 9:00 a.m., SANBAG Offices  
 Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices  
 Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices

Second Wednesday, 9:00 a.m., SANBAG Offices  
Third Thursday every other month following the S  
Second Thursday following the SANBAG Board m  
Third Friday, 9:00 a.m., Apple Valley  
Third Wednesday, 1:00 p.m., SANBAG Offices

## *Minute Action*

AGENDA ITEM: 4

**Date:** June 15, 2007

**Subject:** State Route 58 (SR-58) Origin/Destination Truck Study

- Recommendation:\***
1. Approve SANBAG Contract Number R08009 with Kern Council of Governments (COG) in an amount not to exceed \$30,000 for the completion of an Origin/Destination Truck Study on SR-58 between I-5 in Kern County and I-15 in San Bernardino County, as specified in the Financial Impact Section.
  2. Approve an amendment to the FY 2007/2008 budget, increasing Task No. 94108000 by \$30,000, as specified in the Financial Impact Section.

**Background:** On June 6, 2007, the Board approved SANBAG Contract Number R07251 with Caltrans in an amount not to exceed \$250,000 for purposes of conducting an origin and destination truck study on SR-58 between I-5 in Kern County and I-15 in San Bernardino County. Kern COG, recognizing the importance of SR-58 to its County, has proposed to contribute an additional \$30,000 for the project in addition to the \$250,000 already approved. In return for the contributions to the project by Caltrans and Kern COG, the Board has authorized SANBAG to serve as the contracting agency for the study, to manage and monitor the performance of the consultant and to facilitate Technical Advisory Committee meetings throughout the duration of the project.

The study will provide data useful in quantifying truck trip characteristics and travel patterns on SR-58. The intent of the origin and destination

\*

*Approved  
Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

truck study is to gain statistical information on the origin and destination of heavy duty trucks traveling between San Bernardino and Kern Counties and to better understand the types of cargo being transported by trucks on the facility. The information gained from this study will be used to inform the SR-58 project development activities currently underway by Caltrans and to inform other future planning efforts in San Bernardino and Kern Counties.

This agenda item seeks approval of SANBAG Contract Number R08009 with Kern COG for an amount not to exceed \$30,000. A separate agenda item seeks approval of the Scope of Work and Request for Proposals (RFP) for the project. If all items are approved, staff anticipates circulating the RFP in July 2007.

***Financial Impact:*** An amendment to Task No. 94108000, Mountain/Desert Planning and Project Development, Cost Code 54/6010, is required to increase the budget by \$30,000 in funds provided by Kern COG. The current budget for Task No. 94108000 also contains \$30,000 in SANBAG Local Transportation Funds – Planning for this project.. All staff activities are consistent with the adopted budget, which will be credited as in-kind contributions to this project.

***Reviewed By:*** This item is scheduled for review by the Mountain/Desert Committee on June 15, 2007. The attachment has been reviewed and approved by SANBAG Counsel.

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist

**SANBAG Contract No. R08009**

by and between

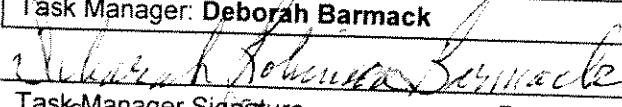

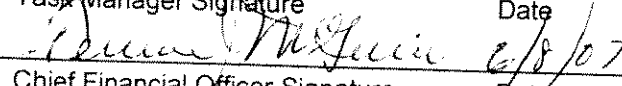
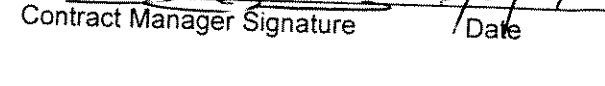
San Bernardino Associated Governments

and

Kern Council of Governments

for

SR-58 Origin and Destination Truck Study

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes:				
Original Contract:        \$ <u>30,000</u>		Previous Amendments Total:        \$ <u>0</u>		
Contingency Amount:        \$ <u>0</u>		Previous Amendments Contingency Total:        \$ <u>0</u>		
		Current Amendment:        \$ <u>0</u>		
		Current Amendment Contingency:        \$ <u>0</u>		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>30,000</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>94108000</u>	_____	<u>Kern COG</u>	_____	\$ <u>30,000</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>7/11/07</u> Contract Start: <u>7/11/07</u> Contract End: <u>6/30/09</u>				
New Amend. Approval (Board) Date: _____    Amend. Start: _____    Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
Approved Budget Authority →	Fiscal Year: <u>07/08</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____	
			\$ <u>30,000</u>	
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? _____				
If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
Please mark an "X" next to all that apply:				
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private	<input type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Deborah Barmack</b>		Contract Manager: <b>Ryan Graham</b>		
 Task Manager Signature		 Contract Manager Signature		
 Chief Financial Officer Signature		 Date <u>6/8/07</u>		

Filename: R08009

**SANBAG CONTRACT NO: R08009**  
**by and between**  
**SAN BERNARDINO ASSOCIATED GOVERNMENTS**  
**and**  
**KERN COUNCIL OF GOVERNMENTS**  
**for**  
**State Route 58 Origin and Destination Truck Study**

THIS CONTRACT ("Contract") is made and entered into the \_\_\_\_\_, by and between the San Bernardino Associated Governments, hereinafter referred to as "SANBAG", and the Kern Council of Governments, hereinafter referred to as "KERN COG."

**RECITALS**

WHEREAS, State Route 58 (SR-58) is a state highway of interregional significance to both San Bernardino County and Kern County; and

WHEREAS, SR-58 is a significant link in the goods movement network of the State of California; and

WHEREAS, both SANBAG, KERN COG and Caltrans desire to better understand the travel characteristics of trucks using SR-58 to move goods between and through San Bernardino and Kern Counties; and

WHEREAS, SANBAG, KERN COG and Caltrans agree that an Origin and Destination Truck Study, hereafter referred to as "PROJECT," would be of significance to both counties and the State of California Department of Transportation; and

WHEREAS, SANBAG, KERN COG and Caltrans mutually desire to have SANBAG, using a consulting firm, prepare PROJECT; and

WHEREAS, SANBAG and Caltrans entered into Contract Number R07251 to provide \$250,000 in State Public Transportation Account funds for the project; and

WHEREAS, SANBAG has budgeted \$30,000 in Local Transportation Funds in its fiscal year 2007/2008 Budget; and

WHEREAS, SANBAG will serve as contracting agency and provide in-kind services for PROJECT; and

WHEREAS, KERN COG is prepared to contribute \$30,000 for purposes of preparing PROJECT,



NOW, THEREFORE, in consideration for the promises set forth herein, the parties hereto agree as follows:

1. General Scope of Contract. KERN COG shall provide \$30,000 for PROJECT. The funds provided to SANBAG will be used to fund consultant services required for the successful completion of PROJECT. The PROJECT is for the preparation of an Origin and Destination Truck Study on SR-58 as described in Attachment A, Scope of Work. The funds are eligible to be used on any portion of the project identified in Attachment A. KERN COG's financial responsibility shall not exceed \$30,000. SANBAG is responsible for PROJECT performance, and any costs beyond those authorized by this agreement shall be the sole responsibility of SANBAG. Changes in the scope, character or total cost of the PROJECT are the sole responsibility of SANBAG.
2. Term. The term of this Contract shall be from the date of execution by both parties until PROJECT completion, but shall not extend further than June 30, 2009.
3. Coordination with State and Federal Agencies. SANBAG shall interface directly with Caltrans and other involved agencies, as applicable, relative to the completion of PROJECT.
4. Reporting. SANBAG shall make quarterly reports on the status of the PROJECT to the Eastern California Transportation Planning Partnership, documenting the status of PROJECT's implementation progress throughout the duration of the contract. The first report shall occur within three (3) months from the execution of the contract between SANBAG and consultant on the PROJECT. SANBAG shall make up to two presentations to the KERN COG Board of Directors if asked by KERN COG. It is anticipated that one presentation will occur midway through the completion of the PROJECT and the second presentation will occur at the conclusion of the PROJECT
5. Billing. SANBAG will invoice KERN COG within thirty (30) days following the execution of the contract. Upon receipt of invoice by SANBAG, KERN COG will remit payment within 45 days.
6. Records. SANBAG shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to the PROJECT, files, accounts, reports, cost proposals with backup data, and all other material relating to the PROJECT. SANBAG shall, upon request, make all such materials available to KERN COG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of completion of PROJECT for inspection and copying.
7. Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 10, Indemnification.

8. Delivery of Notices. All notices permitted or required under this Contract shall be given to the respective parties in writing at the following address, or at such other address as the respective parties may provide in writing for this purpose:

KERN COG:            Ron Brummett  
                             Executive Director  
                             Kern Council of Governments  
                             1401 19th Street, Suite 300  
                             Bakersfield, California 93301

SANBAG:                Deborah Robinson Barmack  
                             San Bernardino Associated Governments  
                             1170 W. 3<sup>rd</sup> St, 2<sup>nd</sup> Floor  
                             San Bernardino, California 92401

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

9. Entire Agreement. This Contract contains the entire Contract of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing approved by both SANBAG's Board of Directors and KERN COG's Board of Directors and signed by both parties.

10. Consent. Whenever consent or approval of any party is required under this Contract, that party shall not unreasonably withhold nor delay such consent or approval.

11. Disputes. In the event any dispute arises between the parties hereto under or in connection with this Contract, the dispute shall be decided by the Executive Director of SANBAG or a duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a detailed statement of the grounds of the dispute and why the dispute should be resolved in KERN COG's favor. If the Executive Director fails to resolve the dispute in a manner acceptable to KERN COG, then such appeal shall be decided by a court of competent jurisdiction. During resolution of the dispute, KERN COG shall proceed with the performance of this Contract to the extent practicable.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the date first hereinabove written.

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS:**

By: \_\_\_\_\_  
Lawrence Dale, President

**KERN COUNCIL OF  
GOVERNMENTS:**

By: \_\_\_\_\_  
Cheryl Wegman, Chair

By: \_\_\_\_\_  
Ron Brummett, Executive Director

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean Rene-Basle, SANBAG Counsel

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Patricia Randolp, Kern COG Counsel

## **ATTACHMENT A SCOPE OF WORK**

San Bernardino Associated Governments (SANBAG) is soliciting proposals from qualified consultants to develop and deliver a Truck Origin and Destination Goods Movement Study for selected roadways in western San Bernardino County and eastern Kern County, focusing on SR-58 but including important state highways and interstates that intersect with it. SANBAG is conducting this study in cooperation with Caltrans District 6 (Kern County), Caltrans District 8 (San Bernardino County), and the Kern Council of Governments (Kern COG). The purpose of the study is to gain statistical information on the origin and destination of heavy duty trucks traveling between San Bernardino and Kern Counties and to better understand the types of cargo being transported by trucks. Information gained from this study will be used to inform the SR-58 project development activities currently underway by Caltrans and to inform other future planning efforts in the region.

Currently, SR-58 is a major east-west four-lane freeway/expressway and two-lane conventional highway running a total of 240 miles from SR-101 on the Central Coast near San Luis Obispo east to I-15 in Barstow. From the I-5 in Kern County to the I-15 in San Bernardino County, SR-58 serves as the westerly extension of I-40, providing the only transcontinental interstate connection to the Central Valley. SR-58 crosses three major north-south routes including I-5 and SR-99 near Bakersfield and US-395 at Kramer Junction. Within Kern County, approaching San Bernardino County, SR-58 is a four-lane freeway. Within San Bernardino County there are two segments of SR-58 that remain a two-lane conventional highway with uncontrolled access to streets, driveways and at grade crossings. No nearby highways parallel SR-58 in San Bernardino County.

SANBAG desires to have the selected consultant develop a Origin and Destination Truck Study for SR-58 from I-5 near Bakersfield to I-15 in Barstow, to include portions of US-395, I-15, and SR-14. This study area is to include:

1. SR-58 in Kern and San Bernardino Counties from I-5 to I-15, including traffic through the SR-58/I-5 and SR-58/I-15 interchanges.
2. US-395 from I-15 to SR-58 in San Bernardino County.
3. I-15 from US-395 to and through the I-15/I-40 interchange.
4. SR-14 from SR-58 to US-395 in Kern County including traffic through the SR-58/SR-14 and SR-14/US-395 interchanges.

It is expected that the Study will begin in October 2007 and be completed by May 2009.

## ***Task 1 – Project Management***

The consultant shall manage project tasks, submit written monthly progress reports with invoices, and schedule bi-weekly phone calls with the SANBAG project manager. The monthly progress report shall document specific accomplishments of each task, identify percent completion by task, difficulties encountered, and any adjustments recommended in the project schedule.

Consultant will be responsible for scheduling, coordinating and preparing all of the necessary materials for Technical Advisory Committee (TAC) meetings throughout the duration of the project. TAC meetings will be held every other month, alternating between SANBAG and Kern COG. The consultant shall prepare meeting minutes that document all of the major points and actions taken at each TAC meeting and provide those notes to the SANBAG project manager within five days following each meeting.

Within one month from the time SANBAG issues the notice to proceed, the consultant will be required to coordinate the project kick-off meeting with all of the stakeholders present. It is anticipated that the consultant will make two presentations on the final report to both the SANBAG and the Kern COG Boards of Directors. In addition, the consultant will make a presentation on the final report at one of the Eastern California Planning Partnership quarterly meetings that will be held in either Kern County or San Bernardino County.

The consultant shall maintain all electronic and hard copy files pertaining to the project and shall provide SANBAG with an electronic version of all reports, technical memos, and backup data prior to completion of the study. This shall include a PDF version of the final report. The consultant and subconsultants shall maintain consistent quality control procedures.

### **Deliverables:**

- Monthly progress reports;
- Project Kick-off meeting;
- Brief meeting notes and action items from the TAC meetings;
- Three project presentations—SANBAG, Kern COG, ECTPP;
- Additional informational materials that can be posted on SANBAG's web site, as appropriate.

## ***Task 2: Literature Review and Data Collection***

Consultant will gather existing literature or data related to the study and study area relative to goods movement on the SR-58 corridor, specifically any previous technical studies regarding traffic flow and truck routing. Consultant will review information and summarize pertinent points in the final report. In addition, the Consultant should coordinate with the Southern California Association of Governments

(SCAG) to identify how the data to be acquired in this effort can assist in the refinement of the SCAG heavy duty truck model.

Deliverables:

- Detailed bibliography relevant to goods movement on the SR-58 corridor;
- Summary of information included in final report.

### ***Task 3: Survey Questionnaire and Distribution Methodology***

In consultation with the TAC and the California Highway Patrol, the Consultant will develop a commercial vehicle commodity/origin-destination (O & D) survey questionnaire and methodology for distribution. The survey instrument will capture data and information approved/requested by the TAC. It is expected that the surveys will be conducted through personal interviews with truck drivers at strategic roadside locations. Alternate methodologies may be proposed as long as adequate, unbiased samples can be obtained with complete information. At a minimum, the survey will include:

1. Postal zip codes of the origin and destination of the trip
2. Truck type
3. Number of axles
4. Date and time
5. Current weather conditions
6. Name of surveyor
7. Location of the survey
8. Commodity in transit by 4 digit commodity code, including empty containers
9. Value of the commodity
10. Facility type at both ends of the trip
11. Last stop and next stop
12. Full Load or Less Than Load (LTL) or Empty
13. Vehicle weight
14. Model and year of vehicle

A pilot test of the survey methodology will be conducted to demonstrate that the information can be collected using the methodology proposed.

Deliverables:

- A commodity/O & D survey questionnaire approved by the TAC;
- Working papers for documenting the commodity/O & D survey methodology;
- Report on results of the pilot test.

#### ***Task 4: Ramp and Intersection Classification County***

Consultant will conduct classification counts at key interchange and intersection locations in the study area. The purpose of the counts is to gain insights into route choices by truck drivers at these key points of interchange. The counts will be used in combination with the surveys to develop an understanding of truck travel patterns and route choices in the subregion. The counts will be conducted from at least 6 to 9 a.m., 11 a.m. to 2 p.m., and 4 to 7 p.m. on a typical weekday. Trucks will be classified by 2-axle, 3-axle, 4-axle, and 5-axle for these counts unless mutually agreed otherwise by the Consultant and the TAC. The consultant will secure all equipment, materials, permits and permission to conduct the necessary data collection. All movements at up to 10 interchange/intersection locations will be counted, including I-5/SR-58, SR-99/SR-58, SR-58/US-395, SR-58/I-15, I-15/I-40, SR-58/SR-14, SR-14/US-395, and I-15/US-395. Exact survey locations are to be coordinated with the TAC, Caltrans, and the California Highway Patrol.

##### **Deliverables:**

- An illustrated summary of the travel patterns at each location including tables, graphs, and maps
- An electronic copy of the raw and edited data

#### ***Task 5: Truck Axle Surveys and Vehicle Classification***

In consultation with the TAC, the consultant will conduct truck axle surveys and vehicle classification counts for up to 18 locations in the study area, with a high concentration of locations in San Bernardino County. The consultant will secure all equipment, materials, permits and permission to conduct the necessary data collection. The counts will be for a minimum of seven consecutive days and will take place in the same general timeframe as the surveys. Exact survey locations are to be coordinated with the TAC, Caltrans, and the California Highway Patrol.

##### **Deliverables**

- Excel spreadsheet for each count location showing vehicle classification totals for each hour of the day
- A map depicting a summary of the vehicle classification volumes

#### ***Task 6: Implement Truck Driver Survey Developed in Task 3***

Consultant will conduct a detailed commercial truck driver survey to gain information on commodities being hauled, origin and destination of trip, and other relevant issues of concern based on the methodology developed in Task 3. It is anticipated that a minimum of 1200 completed surveys will be required. Surveys will be conducted continuously over a 48-hour period, unless an alternate time frame is mutually agreed to by the Consultant and TAC. The consultant will secure all equipment, materials,

permits and permission to conduct the necessary data collection. Up to six locations will be identified for truck driver surveys, with surveys to be conducted in each direction of travel at each of the four locations. Offset locations may be required when suitable sites cannot be found to accommodate both directions of travel.

In addition, a survey will be conducted of various trucking and distribution companies via phone. The purpose of the survey is to gain additional insight into the actual operation of trucking companies and distribution firms in the subregion. The survey will include information such as size and characteristics of fleet, frequency of trips, commodities shipped, customer/market locations, primary routes used, etc. The Consultant will develop the draft questionnaire to be reviewed by the TAC. Industrial, warehouse, and logistics firms will be identified along the routes within the subregion. It is anticipated that up to 50 firms will be interviewed ranging in size.

**Deliverables:**

- Analysis and summary of truck driver survey results;
- Analysis and summary of trucking company results.

***Task 7: Prepare Final Documentation***

Consultant will prepare draft report to be circulated among the TAC members for review and comments. After comments have been either addressed or incorporated into the draft report, the consultant will prepare the final report for the study. The consultant will be responsible for preparing digital copies of the final report and the preparation of a final presentation that will be used to present the report to Kern COG, SANBAG and the ECTPP. No fewer than one copy of the final report will be provided to each member of the TAC and fifty copies of the final report will be provide to Caltrans.

**Task 7- Deliverables:**

- Draft Report;
- Final Report;
- Electronic copies of all project documents in PDF;
- Electronic copy of the final presentation on the report.

The Final Report must include:

1. Formal cover with binding
2. Title page
3. Table of Contents (Include list of appendices)
4. Executive Summary
5. Introduction (Including the purpose of the Study)
6. Background Information
7. Methodology



8. Summary/Results of the study
9. Appendices / Maps (for supporting documentation)
10. Summary of the origin and destination study and its findings
11. Summary of the vehicle classification counts
12. Revisions and comments from The Department

Analysis and recommendations regarding commercial vehicle trends, volumes, routes and projections of future commercial truck trips in the study area

## *Minute Action*

AGENDA ITEM: 5

**Date:** June 15, 2007

**Subject:** State Route 58 (SR-58) Origin and Destination Truck Study

**Recommendation:**\* Approve the release of Request for Proposals (RFP) No. 08014 for Development of the SR-58 Origin and Destination Truck Study.

**Background:** On June 6, 2007, the Board of Directors approved Contract No. 07251 with Caltrans wherein the State is to transfer an amount not to exceed \$250,000 to SANBAG for performance of an Origin and Destination Truck Study on SR-58.

A separate item in this agenda requests approval of a contract for Kern Council of Governments (COG) to provide SANBAG \$30,000 as their contribution to the SR-58 Origin and Destination Truck Study. An additional \$30,000 has been approved as part of the SANBAG FY 2007/2008 budgeted as a SANBAG contribution to the study, if required. SANBAG will serve as the contracting agency for the study and will manage the study in coordination with Caltrans and Kern COG. The SANBAG FY 2007/2008 budget has been amended to include all of the mentioned funding for this project in Task No. 94108000. This item requests approval to release RFP No. 08014 seeking consultant assistance to perform the study.

The study will be a cooperative planning effort by SANBAG, Kern COG, Caltrans District 6 and Caltrans District 8 working with a consultant for the preparation of an origin and destination truck study for SR-58. The purpose of

\*

*Approved*  
*Mountain/Desert Committee*

*Date:*

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

the study is to gain statistical information on the origin and destination of heavy duty trucks traveling between San Bernardino and Kern Counties and to better understand the types of cargo being transported by trucks. Information gained from this study will be used to inform the SR-58 project development activities currently underway by Caltrans and to inform other future planning efforts in the region, including the Southern California Associated Governments (SCAG) regional truck model. It is anticipated that the study will be completed in approximately eighteen months and will provide data crucial to better understanding a key interregional goods movement corridor in the State.

Proposals received as a result of this request will be evaluated by representatives of SANBAG, Kern COG and Caltrans based upon demonstrated competence and professional qualifications necessary for the performance of services. A contract will be negotiated with the selected proposer. It is anticipated that the contract will be presented to the Board of Directors for approval in October 2007.

***Financial Impact:*** This item is consistent with the adopted FY 2007/2008 budget, Task No. 94108000, funded by a combination of State Public Transportation Account Funds, SANBAG Local Transportation Funds and funds contributed by Kern COG.

***Reviewed By:*** This item is scheduled for review by the Mountain/Desert Committee on June 15, 2007. The Request for Proposals was developed in cooperation with Caltrans and Kern COG.

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist

SAN BERNARDINO ASSOCIATED GOVERNMENTS  
(SANBAG)

**REQUEST FOR PROPOSALS No. 08014**

FOR

**SR-58 ORIGIN AND DESTINATION  
TRUCK STUDY**

IN KERN AND SAN BERNARDINO  
COUNTIES

Issued: July 13, 2007

## **SAN BERNARDINO ASSOCIATED GOVERNMENTS**

### **REQUEST FOR PROPOSALS NO. 08014**

#### **FOR**

### **SR-58 ORIGIN AND DESTINATION TRUCK STUDY**

#### **I. INTRODUCTION**

San Bernardino Associated Governments (SANBAG), in partnership with Caltrans and Kern Council of Governments (COG) is soliciting proposals from firms for preparation of an origin and destination truck study on State Route 58 (SR-58) between Interstate 5 (I-5) in Kern County and Interstate 15 (I-15) in San Bernardino County. The objective of the origin and destination truck study is to gain statistical information on the origin and destination of heavy duty trucks traveling between San Bernardino and Kern Counties and to better understand the types of cargo being transported by the trucks. The information gained from the study will be used to inform the SR-58 project development activities currently underway by Caltrans and to inform other future planning efforts in the region. The selected firm will work with representatives of SANBAG, Caltrans District 6, Caltrans District 8 and Kern COG. Contracts will be awarded without discrimination relative to race, religion, color, age, sex, or national origin.

#### **II. PROJECT DESCRIPTION**

San Bernardino Associated Governments (SANBAG) is soliciting proposals from qualified consultants to develop and deliver an Origin and Destination Truck Study for selected roadways in western San Bernardino County and eastern Kern County, focusing on SR-58 and including important state highways and interstates that intersect with it. SANBAG is conducting this study in cooperation with Caltrans District 6 (Kern County), Caltrans District 8 (San Bernardino County), and the Kern Council of Governments (Kern COG). The purpose of the study is to gain statistical information on the origin and destination of heavy duty trucks traveling between San Bernardino and Kern Counties and to better understand the types of cargo being transported by trucks. Information gained from this study will be used to inform the SR-58 project development activities currently underway by Caltrans and to inform other future planning efforts in the region.

The scope of work contained in Exhibit A provides a full description of the project. It is expected that the Study will begin in October 2007 and be completed by May 2009.

### **III. MATERIALS FURNISHED BY SANBAG**

All data, reports, surveys, drawings, and other documents furnished to the consultant by SANBAG for the consultant's use in the performance of services shall be made available only for use in performing the assignment and shall remain the property of SANBAG. All such materials shall be returned to SANBAG upon completion of services, termination of the agreement, or other such time as SANBAG may determine.

### **IV. RELATIONSHIPS**

SANBAG, Caltrans, and Kern COG will participate as project partners on the SR-58 Origin and Destination Truck Study. SANBAG, however, is solely responsible and will be the sole point of contact for all contractual matters related to this project. The consultant shall take direction only from SANBAG and shall regularly inform SANBAG of project progress, any outstanding issues, and all project related matters.

Participating entities may also offer suggestions and/or recommendations regarding the project or elements of the project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, the consultant shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. Unless otherwise directed, all oral and written communication shall be directed only to SANBAG. Any distribution of project related communication and information will be at the discretion of SANBAG.

### **V. CONTRACT TYPE**

The contract will be for reimbursable costs plus fee with a guaranteed maximum total not to exceed amount. Only services specifically covered by the contract will be reimbursed. It is the consultant's responsibility to recognize and notify SANBAG when services not covered under the contract are requested. The terms of the contract will be effective for the duration of the project, which is estimated to be eighteen (18) months. SANBAG's Fiscal Year 2007/2008 budget contains \$310,000 for the SR-58 Origin and Destination Truck Study.

### **VI. PROPOSAL INSTRUCTIONS**

#### **A. SUBMITTAL INSTRUCTIONS**

All proposals become the property of SANBAG upon submission. Although SANBAG intends to keep all proposals confidential (with the exception of the successful proposal which becomes public information upon acceptance by the Board of Directors), SANBAG will not be responsible for proprietary information contained in the proposals.

Six copies of the proposal containing all of the information requested below shall be submitted. SANBAG is not responsible for any costs related to the preparation of the proposals. Fax or email copies will not be accepted. Proposals may be mailed or hand

delivered. If proposals are to be hand delivered, materials must be closed and sealed as if for mailing.

All proposals must be delivered to the SANBAG offices by 12:00 noon on Friday, August 3, 2007. SANBAG reserves the right to accept or reject late proposals; however, this should not be construed to mean that SANBAG will accept **any** late documents.

Proposals and correspondence shall be directed to:

Ms. Deborah Robinson Barmack  
Director of Management Services  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

All questions and comments regarding this Request for Proposals or the project shall be directed to:

Mr. Ryan Graham  
Transportation Planning Specialist  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
(909) 884-8276  
rgraham@sanbag.ca.gov

## B. PROPOSAL FORMAT

Proposals must contain the information listed below and must be compiled in the following format:

1. **Cover Letter:** Provide (a) an introduction of the firm submitting the proposal, (b) the location of the firm's home office, (c) availability of personnel for this assignment, including specification of a project manager and the project manager's commitment to the project, (d) description of responsibilities of key personnel to be involved on this project, (e) name and description of any sub-consultants to be used on the project, (f) and any key elements of the approach the consultant wishes to bring to SANBAG's attention. In addition, in accordance with SANBAG Policy 11000, Section 7.A.2.F, provide a response to the following question: Has your firm ever been terminated from a contract? If the answer is yes, describe the facts and circumstances in detail. The cover letter must not exceed two pages.
2. **Local Presence Report:** For the consultant and any subconsultant proposing to perform services from their San Bernardino County office, provide the business activity information, referenced on pages 8 and 9 of this packet.

3. **Relevant Projects:** Provide a brief description of prior work which best illustrates current qualifications relevant to the project. Highlight or expand on experience of projects that are especially applicable to this contract. List the project name and location, nature of project responsibilities, project sponsor's name, address, telephone number and contact person, completion date and estimated project value. List no more than 10 projects.
4. **Resumes:** Provide brief resumes of all persons, specialists and sub-consultants anticipated to be used for this project. Note the project assignment, total years of experience, education, past experience, and qualifications relevant to the proposed project.
5. **Proposal:** Provide a description of the tasks and strategies required to execute project. Tasks outlined in Section VII, Scope of Services, should be addressed, as well as other suggested strategies. Note any issues that are relevant to the execution and completion of the project. Describe the approach to project management, project controls, quality assurance and commitment to the project. The proposal shall include tables showing the number of hours by task for each person assigned to the project and the cost by task. The cost shall show a buildup from base hourly rates, overhead, direct expenses, and fee. Any anticipated salary adjustments must be incorporated into the cost estimate, as rates will be fixed for the duration of the contract. The proposal shall include a project schedule.

The consultant's proposal package shall be limited to 35 (8½" x 11") pages, single-sided. The page limit does not include the outside cover, cover letter, section dividers, or the Local Presence Report. Proposals that do not contain the required information, that do not contain the required number of copies, or that exceed the page limit may be disqualified.

## VII. SCOPE OF SERVICES

SANBAG is soliciting proposals to develop the SR-58 Origin and Destination Truck Study. The consultant shall provide a technical proposal to outline the firm's concepts and ideas for preparing the truck study. The technical proposal shall address project goals, issues to be addressed, potential audiences, and strategies and tasks for achieving the project goals. For each program activity or task, the consultant shall indicate resources required, indicate the time and estimated hours required to perform the task, and explain how the task will be conducted and how it contributes to completion of the overall project.



Exhibit A provides the Scope of Services as currently envisioned by SANBAG. The final Scope of Services for the contract will be developed in cooperation with the selected consultant from the proposal submitted. SANBAG is open to variations from the Scope of Services defined in Exhibit A that will increase the quality of the origin and destination truck study.

## **VIII. CONSULTANT SELECTION**

The primary objective of SANBAG is to select a highly qualified firm to perform necessary professional services at a fair and reasonable cost. In addition, SANBAG has established the following objectives:

- A. The process shall be fair, open and competitive, and the selection of firms shall be based on clearly stated, objective criteria.
- B. Selection of consultants/firms shall be based upon demonstrated competence and on the professional qualifications and capabilities necessary for the performance of services required at a fair and reasonable price to SANBAG, rather than upon competitive bidding procedures. Factors include:
  - Consultant qualifications
  - Personnel experience
  - Project approach
  - Staffing capability
  - Project controls capability
  - Office location
  - Conflicts of interest
- C. Firms located in San Bernardino County shall receive preference in the selection process in accordance with Local Preference Policy. The purpose of this policy is to encourage firms to locate and remain in San Bernardino County and to encourage economic development in the county.
- D. Upon review of the proposals, firms appearing to be most qualified will be short-listed and asked to prepare for an interview. A contract will be awarded to the responsible, responsive firm best conforming to this Request for Proposals and that is, in the opinion of SANBAG and its partners, the most advantageous proposal. SANBAG reserves the right to reject any and all proposals and to negotiate with any responsible, responsive consultant/firm. SANBAG is under no obligation to issue a contract for the subject services.

## **IX. NEGOTIATIONS AND ENGAGEMENT**

Following selection, a contract shall be negotiated. Please refer to the consultant selection schedule in Section X. Consultants are encouraged to include in their proposal any comments relating to the Terms and Conditions of the SANBAG standard contract. SANBAG reserves the right to disqualify any firm that does not provide a written discussion of any disagreements it has relative to the Terms and Conditions. SANBAG does not anticipate making any substantive changes to its Terms and Conditions.

## **X. SCHEDULE FOR CONSULTANT SELECTION**

Issue Request for Proposals	July 13, 2007
Proposals Due	August 6, 2007
Shortlist and Notification of Consultants	August 17, 2007
Interviews and Selection of Consultants	August 23, 2007
Final Contract Cost Proposal and Scope Due	September 7, 2007
Board Approval (anticipated)	October 3, 2007
Notice to Proceed (anticipated)	October 5, 2007

These dates are subject to change. Schedule updates will be posted on the SANBAG website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Contracting Opportunities."

Sample Document

**LOCAL PRESENCE REPORT**  
**CONSULTANT BUSINESS ACTIVITY INFORMATION**

TO: SAN BERNARDINO ASSOCIATED GOVERNMENTS

RE: REQUEST FOR PROPOSALS  
SR-58 ORIGIN AND DESTINATION TRUCK STUDY

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Name of Office Principal \_\_\_\_\_

Principal Title \_\_\_\_\_

Date Local Office Established \_\_\_\_\_

Number of personnel employed at this office \_\_\_\_\_

Approximate volume of work performed on projects within San Bernardino County \_\_\_\_\_ %

Representative projects completed within San Bernardino County:

<u>Project</u>	<u>Date completed</u>	<u>Approx billings</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

(Use additional sheets if required)

**CONSULTANT BUSINESS ACTIVITY INFORMATION** (cont.)

Name of Firm \_\_\_\_\_

Indicate number of senior management and regular employees working out of the San Bernardino office:

<u>Position</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOR INFORMATIONAL PURPOSES ONLY  
(The following shall not be used in determining local preference credit)

Personnel proposed to be engaged on the contracted services

<u>Name</u>	<u>County of Residence</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Use additional sheets if required)

## **ATTACHMENT A SCOPE OF SERVICES**

San Bernardino Associated Governments (SANBAG) is soliciting proposals from qualified consultants to develop and deliver a Truck Origin and Destination Goods Movement Study for selected roadways in western San Bernardino County and eastern Kern County, focusing on SR-58 but including important state highways and interstates that intersect with it. SANBAG is conducting this study in cooperation with Caltrans District 6 (Kern County), Caltrans District 8 (San Bernardino County), and the Kern Council of Governments (Kern COG). The purpose of the study is to gain statistical information on the origin and destination of heavy duty trucks traveling between San Bernardino and Kern Counties and to better understand the types of cargo being transported by trucks. Information gained from this study will be used to inform the SR-58 project development activities currently underway by Caltrans and to inform other future planning efforts in the region.

Currently, SR-58 is a major east-west four-lane freeway/expressway and two-lane conventional highway running a total of 240 miles from SR-101 on the Central Coast near San Luis Obispo east to I-15 in Barstow. From the I-5 in Kern County to the I-15 in San Bernardino County, SR-58 serves as the westerly extension of I-40, providing the only transcontinental interstate connection to the Central Valley. SR-58 crosses three major north-south routes including I-5 and SR-99 near Bakersfield and US-395 at Kramer Junction. Within Kern County, approaching San Bernardino County, SR-58 is a four-lane freeway. Within San Bernardino County there are two segments of SR-58 that remain a two-lane conventional highway with uncontrolled access to streets, driveways and at grade crossings. No nearby highways parallel SR-58 in San Bernardino County.

SANBAG desires to have the selected consultant develop an Origin and Destination Truck Study for SR-58 from I-5 near Bakersfield to I-15 in Barstow, to include portions of US-395, I-15, and SR-14. This study area is to include:

1. SR-58 in Kern and San Bernardino Counties from I-5 to I-15, including traffic through the SR-58/I-5 and SR-58/I-15 interchanges.
2. US-395 from I-15 to SR-58 in San Bernardino County.
3. I-15 from US-395 to and through the I-15/I-40 interchange.
4. SR-14 from SR-58 to US-395 in Kern County including traffic through the SR-58/SR-14 and SR-14/US-395 interchanges.

It is expected that the Study will begin in October 2007 and be completed by May 2009.

### ***Task 1 – Project Management***

The consultant shall manage project tasks, submit written monthly progress reports with invoices, and schedule bi-weekly phone calls with the SANBAG project manager. The monthly progress report shall document specific accomplishments of each task, identify percent completion by task, difficulties encountered, and any adjustments recommended in the project schedule.

Consultant will be responsible for scheduling, coordinating and preparing all of the necessary materials for Technical Advisory Committee (TAC) meetings throughout the duration of the project. TAC meetings will be held every other month, alternating between SANBAG and Kern COG. The consultant shall prepare meeting minutes that document all of the major points and actions taken at each TAC meeting and provide those notes to the SANBAG project manager within five days following each meeting.

Within one month from the time SANBAG issues the notice to proceed, the consultant will be required to coordinate the project kick-off meeting with all of the stakeholders present. It is anticipated that the consultant will make two presentations on the final report to both the SANBAG and the Kern COG Boards of Directors. In addition, the consultant will make a presentation on the final report at one of the Eastern California Planning Partnership quarterly meetings that will be held in either Kern County or San Bernardino County.

The consultant shall maintain all electronic and hard copy files pertaining to the project and shall provide SANBAG with an electronic version of all reports, technical memos, and backup data prior to completion of the study. This shall include a PDF version of the final report. The consultant and subconsultants shall maintain consistent quality control procedures.

**Deliverables:**

- Monthly progress reports;
- Project Kick-off meeting;
- Brief meeting notes and action items from the TAC meetings;
- Three project presentations—SANBAG, Kern COG, ECTPP;
- Additional informational materials that can be posted on SANBAG's web site, as appropriate.

## ***Task 2: Literature Review and Data Collection***

Consultant will gather existing literature or data related to the study and study area relative to goods movement on the SR-58 corridor, specifically any previous technical studies regarding traffic flow and truck routing. Consultant will review information and summarize pertinent points in the final report. In addition, the Consultant should coordinate with the Southern California Association of Governments (SCAG) to identify how the data to be acquired in this effort can assist in the refinement of the SCAG heavy duty truck model.

**Deliverables:**

- Detailed bibliography relevant to goods movement on the SR-58 corridor;
- Summary of information included in final report.

## ***Task 3: Survey Questionnaire and Distribution Methodology***

In consultation with the TAC and the California Highway Patrol, the Consultant will develop a commercial vehicle commodity/origin-destination (O & D) survey questionnaire and methodology

for distribution. The survey instrument will capture data and information approved/requested by the TAC. It is expected that the surveys will be conducted through personal interviews with truck drivers at strategic roadside locations. Alternate methodologies may be proposed as long as adequate, unbiased samples can be obtained with complete information. At a minimum, the survey will include:

1. Postal zip codes of the origin and destination of the trip
2. Truck type
3. Number of axles
4. Date and time
5. Current weather conditions
6. Name of surveyor
7. Location of the survey
8. Commodity in transit by 4 digit commodity code, including empty containers
9. Value of the commodity
10. Facility type at both ends of the trip
11. Last stop and next stop
12. Full Load or Less Than Load (LTL) or Empty
13. Vehicle weight
14. Model and year of vehicle

A pilot test of the survey methodology will be conducted to demonstrate that the information can be collected using the methodology proposed.

**Deliverables:**

- A commodity/O & D survey questionnaire approved by the TAC;
- Working papers for documenting the commodity/O & D survey methodology;
- Report on results of the pilot test.

#### ***Task 4: Ramp and Intersection Classification Count***

Consultant will conduct classification counts at key interchange and intersection locations in the study area. The purpose of the counts is to gain insights into route choices by truck drivers at these key points of interchange. The counts will be used in combination with the surveys to develop an understanding of truck travel patterns and route choices in the subregion. The counts will be conducted from at least 6 to 9 a.m., 11 a.m. to 2 p.m., and 4 to 7 p.m. on a typical weekday. Trucks will be classified by 2-axle, 3-axle, 4-axle, and 5-axle for these counts unless mutually agreed otherwise by the Consultant and the TAC. The consultant will secure all equipment, materials, permits and permission to conduct the necessary data collection. All movements at up to 10 interchange/intersection locations will be counted, including I-5/SR-58, SR-99/SR-58, SR-58/US-395, SR-58/I-15, I-15/I-40, SR-58/SR-14, SR-14/US-395, and I-15/US-395. Exact survey locations are to be coordinated with the TAC, Caltrans, and the California Highway Patrol.

Deliverables:

- An illustrated summary of the travel patterns at each location including tables, graphs, and maps
- An electronic copy of the raw and edited data

### ***Task 5: Truck Axle Surveys and Vehicle Classification***

In consultation with the TAC, the consultant will conduct truck axle surveys and vehicle classification counts for up to 18 locations in the study area, with a high concentration of locations in San Bernardino County. The consultant will secure all equipment, materials, permits and permission to conduct the necessary data collection. The counts will be for a minimum of seven consecutive days and will take place in the same general timeframe as the surveys. Exact survey locations are to be coordinated with the TAC, Caltrans, and the California Highway Patrol.

Deliverables

- Excel spreadsheet for each count location showing vehicle classification totals for each hour of the day
- A map depicting a summary of the vehicle classification volumes

### ***Task 6: Implement Truck Driver Survey Developed in Task 3***

Consultant will conduct a detailed commercial truck driver survey to gain information on commodities being hauled, origin and destination of trip, and other relevant issues of concern based on the methodology developed in Task 3. It is anticipated that a minimum of 1200 completed surveys will be required. Surveys will be conducted continuously over a 48-hour period, unless an alternate time frame is mutually agreed to by the Consultant and TAC. The consultant will secure all equipment, materials, permits and permission to conduct the necessary data collection. Up to six locations will be identified for truck driver surveys, with surveys to be conducted in each direction of travel at each of the four locations. Offset locations may be required when suitable sites cannot be found to accommodate both directions of travel.

In addition, a survey will be conducted of various trucking and distribution companies via phone. The purpose of the survey is to gain additional insight into the actual operation of trucking companies and distribution firms in the subregion. The survey will include information such as size and characteristics of fleet, frequency of trips, commodities shipped, customer/market locations, primary routes used, etc. The Consultant will develop the draft questionnaire to be reviewed by the TAC. Industrial, warehouse, and logistics firms will be identified along the routes within the subregion. It is anticipated that up to 50 firms will be interviewed ranging in size.

Deliverables:

- Analysis and summary of truck driver survey results;
- Analysis and summary of trucking company results.



### ***Task 7: Prepare Final Documentation***

Consultant will prepare draft report to be circulated among the TAC members for review and comments. After comments have been either addressed or incorporated into the draft report, the consultant will prepare the final report for the study. The consultant will be responsible for preparing digital copies of the final report and the preparation of a final presentation that will be used to present the report to Kern COG, SANBAG and the ECTPP. No fewer than one copy of the final report will be provided to each member of the TAC and fifty copies of the final report will be provide to Caltrans.

#### **Task 7- Deliverables:**

- Draft Report;
- Final Report;
- Electronic copies of all project documents in PDF;
- Electronic copy of the final presentation on the report.

The Final Report must include:

1. Formal cover with binding
2. Title page
3. Table of Contents (Include list of appendices)
4. Executive Summary
5. Introduction (Including the purpose of the Study)
6. Background Information
7. Methodology
8. Summary/Results of the study
9. Appendices / Maps (for supporting documentation)
10. Summary of the origin and destination study and its findings
11. Summary of the vehicle classification counts
12. Revisions and comments from The Department
13. Analysis and recommendations regarding commercial vehicle trends, volumes, routes and projections of future commercial truck trips in the study area

**ATTACHMENT B**  
***DRAFT Standard Contract***

**CONTRACT NO:**

**EFFECTIVE DATE: October 3, 2007**

**by and between**

**San Bernardino Associated Governments**

**and**

**To Be Determined**

**for**

**SR-58 Origin and Destination Truck Study**

## TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
Article 1 Description of Services .....	19
Article 2 Performance Schedule and Force Majeure .....	19
Article 3 Contract Price and Cost Principles .....	20
Article 4 Availability of Funds .....	21
Article 5 Taxes, Duties, Fees .....	21
Article 6 Invoicing and Payments (Final Payment) .....	22
Article 7 Documentation and Right of Audit .....	23
Article 8 Responsibility of the Engineer .....	23
Article 9 Reporting Requirements/Deliverables .....	23
Article 10 Permits and Licenses .....	23
Article 11 Technical Direction .....	23
Article 12 Federal and State Mandatory Provisions .....	25
Article 13 Conflict of Interest .....	27
Article 14 Key Personnel .....	27
Article 15 Representations .....	27
Article 16 Proprietary Rights/Confidentiality .....	28
Article 17 Terminations .....	29
Article 18 Stop Work Orders .....	30
Article 19 Claims .....	30
Article 20 Insurance .....	31
Article 21 Indemnity .....	32
Article 22 Ownership of Drawings and Data .....	32
Article 23 Subcontracts .....	32
Article 24 Inspection and Access .....	33
Article 25 Independent Contractor .....	33
Article 26 Communications and Notices .....	33
Article 27 Disputes .....	34
Article 28 Gratuities .....	34
Article 29 Review and Acceptance .....	35
Article 30 Assignment .....	35
Article 31 Amendments .....	35
Article 32 Governing Law .....	36
Article 33 Suspension of Services .....	36
Article 34 Contingent Fee .....	37
Article 35 Entire Document .....	37
Article 36 Attorney's Fees and Jury Trial Waiver .....	37

**CONTRACT NO. 08014**

**FOR**

**SR-58 Origin and Destination Truck Study**

This Contract, entered into this 3<sup>rd</sup> day of October, 2007, by the firm of \_\_\_\_\_ (hereinafter called CONSULTANT) whose address is:

and San Bernardino Associated Governments (hereinafter called SANBAG) whose address is:

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

Whereas SANBAG desires CONSULTANT to perform services as hereinafter described and CONSULTANT desires to do so for the compensation and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1      Scope of Services**

CONSULTANT agrees to perform Services set forth in Attachment "A", SCOPE OF SERVICES (which is incorporated herein by reference), in accordance with high professional standards which are generally accepted in the State of California, in accordance with the terms and conditions expressed herein and in the sequence, time, and manner defined therein. The word "Services," as used herein, includes without limitation, the performance, fulfillment and discharge by CONSULTANT of all obligations, duties, tasks, and services imposed upon or assumed by CONSULTANT hereunder; and the Services performed hereunder shall be completed to the satisfaction of SANBAG, with their satisfaction being based on prevailing professional standards.

**Article 2      Performance Schedule**

The Period of Performance by CONSULTANT under this Contract shall commence on October 3, 2007, and shall continue in effect for approximately eighteen months to April 30, 2009, or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG.

### **Article 3      Contract Price and Cost Principles**

- 3.1      Total compensation to CONSULTANT for full and complete performance of Services, compliance with all the terms and conditions of this Contract, payment by CONSULTANT of all obligations incurred in, or application to CONSULTANT'S performance of Services, and for which CONSULTANT shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be explicitly set forth in this Contract as furnished by SANBAG), shall not exceed \_\_\_\_\_.
- 3.2      Services to be provided under terms of this Contract are to be provided on a reimbursable cost plus fee basis and compensated for as set forth in Attachment "B" which is incorporated herein by reference. CONSULTANT'S fee for services is included in the total estimated Contract cost, as agreed upon, and noted in Attachment "B."
- 3.3      Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A") shall not be compensated without prior written authorization from SANBAG. It shall be CONSULTANT's responsibility to recognize and notify SANBAG when services not covered by the Scope of Services have been requested or are required.
- 3.4      CONSULTANT's rates will be fixed, as set forth in Attachment "B" for the duration of this Contract. The fixed rate will not be subject to adjustment.
- 3.5      The cost principles set forth in Part 31 of the Federal Acquisition Regulations System as constituted on the effective date of this Contract shall be utilized to determine allowableness of costs under this Contract and may be modified from time to time by amendment of the Contract.
  - 3.5.1      The CONSULTANT agrees to comply with Federal procedures in accordance with 49 CFR, part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - 3.5.2      Any costs for which payment has been made to CONSULANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 49 CFR, Part 18, Uniform Agreements to State and Local Governments.
  - 3.5.3      Any subcontract, entered into as a result of this Contract shall contain all of the provisions of this Section 3.5.

#### **Article 4      Availability of Funds**

This Contract is awarded on the contingency of availability of funds. The obligation of SANBAG is conditioned upon the availability of funds that are allocated and available for the payment of such an obligation. If funds are not allocated and available for the continuance of Services performed by CONSULTANT, Services directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of Services that will or may be affected by a shortage of funds, it will immediately so notify CONSULTANT. Nothing herein shall relieve SANBAG from its obligation to compensate CONSULTANT for Services performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

#### **Article 5      Taxes, Duties, Fees**

CONSULTANT shall pay when due, and the compensations set forth in "Article 3" shall be inclusive of all a) local, municipal, state, and federal sales and use taxes, b) excise taxes, c) taxes on personal property owned by CONSULTANT, and d) all other governmental fees and taxes or charges of whatever nature applicable to CONSULTANT to enable it to conduct business.

#### **Article 6      Invoicing and Payments**

- 6.1      The compensation of CONSULTANT as provided herein shall be payable in monthly payments, forty-five (45) calendar days after receipt by SANBAG of an invoice prepared in accordance with instructions below.
- 6.2      CONSULTANT shall prepare all invoices in a form satisfactory to and approved by SANBAG, and it shall be accompanied by documentation supporting each element of measurement and/or cost. Each invoice will be for a four to five week period and provide an estimate of percent complete by task. It is expected that CONSULTANT will not invoice SANBAG in an amount that exceeds the percentage complete by task. Any invoice submitted which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONSULTANT. Any costs incurred by CONSULTANT in connection with the resubmission of a proper invoice shall be at CONSULTANT'S sole expense.
- 6.3      CONSULTANT shall furnish evidence, satisfactory to SANBAG, that all labor and materials furnished and equipment used during all periods prior to the period covered by any invoice have been paid in full. SANBAG may withhold payment of invoices until CONSULTANT furnishes such evidence.
- 6.4      CONSULTANT shall submit separate invoices (marked with SANBAG's

Contract number) to SANBAG each month within fifteen (15) calendar days after the cutoff date, as follows:

6.4.1 Progress invoices, for payments for Services (including additional Services authorized by SANBAG and added by a formal amendment to this Contract) completed by CONSULTANT during each progress billing period. The cutoff date for CONSULTANT's progress invoice shall be consistent from month to month. Each progress payment shall be for cost incurred plus the earned fee completed by CONSULTANT, as determined by SANBAG in accordance with the terms of this Contract and approved by SANBAG, as of the working day nearest the mutually agreed cutoff date. Payment shall not be construed to be an acceptance of Services.

6.5 SANBAG shall not be obligated to make payments to CONSULTANT until CONSULTANT has delivered to SANBAG a statement and release satisfactory to SANBAG that CONSULTANT has fully performed Services pursuant to this contract, and that all claims of CONSULTANT and its subcontractors for Services will be satisfied upon the making of such payments; provided, however, that if CONSULTANT has made a claim for additional compensation which has not then been resolved under the dispute procedure set forth in Article 29, then SANBAG shall make such payments, less disputed amounts, even though such dispute has not been resolved. Upon resolution of such dispute, any additional amount due CONSULTANT shall be paid by SANBAG.

#### **Article 7 Documentation and Right of Audit**

CONSULTANT shall keep and maintain all books, papers, records, accounting records including but not limited to all direct and indirect costs allocated to Services, files, accounts, reports, cost proposals with backup data, and all other material relating to Services. Consultant shall upon request, make all such materials available to SANBAG or its designee at any reasonable time during the term of the Contract and for three (3) years from the date of final payment to CONSULTANT, for auditing, inspection and copying. CONSULTANT shall insert in each of its subcontracts the above requirement.

#### **Article 8 Responsibility of the Consultant**

8.1 The CONSULTANT shall be responsible for the professional quality and accuracy of brochures, maps, reports and other services furnished by the CONSULTANT under terms of this Contract.

#### **Article 9 Reporting Requirements/Deliverables**

All reports and deliverables shall be submitted in accordance with Attachment "A."

## **Article 10      Permits and Licenses**

CONSULTANT shall (without additional compensation) keep current all governmental permits, certificates and licenses (including professional licenses) necessary for CONSULTANT to perform Services.

## **Article 11      Technical Direction**

11.1      Performance of Services under this Contract shall be subject to the technical direction of the SANBAG Contract Manager, or designee, as identified in Attachment "A," Scope of Services, attached to this Contract. The SANBAG Contract Manager will identify the designee in writing to CONSULTANT, with the notice to proceed and subsequently with any changes during the Contract period. The term "Technical Direction" is defined to include, without limitation:

11.1.1      Directions to the CONSULTANT that redirect the Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Scope of Services.

11.1.2      Provision of written information to the CONSULTANT that assists in the interpretation of drawings, reports, or technical portions of Service description.

11.1.3      Review and, where required by the Contract, approval of collateral materials, plans, and information to be delivered by the CONSULTANT to SANBAG under the Contract.

11.2      Technical direction must be within the Scope of Services in the Contract. The SANBAG Contract Manager or designee does not have the authority to, and may not, issue any technical direction which:

11.2.1      Constitutes an assignment of additional Services outside the Scope of Services;

11.2.2      In any manner causes an increase or decrease in the Contract's estimated cost or price or the time required for Contract performance;

11.2.3      Changes any of the expressed terms, conditions or specifications of the Contract; or



- 11.2.4 Interferes with the CONSULTANT'S right to perform the terms and conditions of the Contract.
- 11.2.5 A failure of the CONSULTANT and Contract Manager to agree that the technical direction is within the scope of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes."
- 11.3 All technical directions shall be issued in writing by the SANBAG Contract Manager or designee.
- 11.4 The CONSULTANT shall proceed promptly with the performance of technical directions duly issued by the SANBAG Contract Manager or designee, in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the CONSULTANT, any instruction or direction by the SANBAG Contract Manager or designee, falls within one of the categories defined in 11.2.1 through 11.2.4 above, the CONSULTANT shall not proceed but shall notify the Contract Manager in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contract Manager to modify the Contract accordingly. Upon receiving the notification from the CONSULTANT, the Contract Manager shall:
  - 11.4.1 Advise the CONSULTANT in writing within thirty (30) days after receipt of the CONSULTANT's letter that the technical direction is or is not within the scope of the Contract.
  - 11.4.2 Advise the CONSULTANT within a reasonable time that SANBAG will or will not issue a Contract amendment.

## **Article 12 Federal and State Mandatory Provisions**

### **12.1 Equal Employment Opportunity/Nondiscrimination**

- 12.1.1 In connection with the execution of this Contract, the CONSULTANT shall not discriminate directly or indirectly against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONSULTANT shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the Equal Opportunity clause.

- 12.1.2 The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applications shall receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 12.1.3 The CONSULTANT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers representative of the CONSULTANT's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.4 The CONSULTANT shall comply with all provisions of Executive Order No 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60), and shall permit access to its books, records, and accounts by SANBAG and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.5 In the event of the CONSULTANT's noncompliance with the Equal Opportunity clause of this Contract or any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).
- 12.1.6 The CONSULTANT shall include the provisions of paragraphs (12.2.1) through (12.2.6) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 112346 as amended by Executive Order 11375, and as supplemented in Department of Labor

regulations (41 CFR, Part 60), so that such provisions will be binding upon each subcontract or vendor. The CONSULTANT shall take such action with respect to any subcontract or purchase order as SANBAG may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by SANBAG, the CONSULTANT may request SANBAG to enter into such litigation to protect the interests of SANBAG.

## **12.2    Action for Handicapped Workers**

- 12.2.1    The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## **Article 13    Conflict of Interest**

- 13.1    The CONSULTANT and its SUBCONSULTANTS agree that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONSULTANT and its SUBCONSULTANTS further agree that in the performance of this Contract, no person having any such interest shall be employed.
- 13.2    No portion of the funds received by the CONSULTANT under this Contract shall be used for political activity or to further the election or defeat of any candidate for public office.

## **Article 14    Key Personnel**

- 14.1 The personnel specified in 14.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services that are the responsibility of key personnel to other personnel, the CONSULTANT shall notify SANBAG reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by SANBAG. SANBAG also reserves the right to approve proposed substitutions for key personnel.

14.2 Key Personnel are:

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#### **Article 15 Representations**

CONSULTANT agrees with SANBAG that services supplied by CONSULTANT in performance of this Contract shall be supplied by personnel who are careful, skilled, experienced and competent in their respective trades or professions. CONSULTANT agrees that the firm is supplying professional services, findings, and/or recommendations in the performance of this Contract and agrees with SANBAG that the same shall conform to high professional standards that are generally accepted in the State of California.

#### **Article 16 Proprietary Rights/Confidentiality**

- 16.1 If, as a part of the Contract, CONSULTANT is required to produce products, then CONSULTANT, if requested by SANBAG, shall deliver to SANBAG the original of all such products, which shall become the property of SANBAG.
- 16.2 All materials, documents, data or information obtained from SANBAG's data files or any SANBAG medium furnished to CONSULTANT in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this project by CONSULTANT without the express written consent of SANBAG.
- 16.3 Except as reasonably necessary for the performance of Services, CONSULTANT and its employees and agents shall hold in confidence the materials and information referred to in this Article 16, Proprietary Rights/Confidentiality, which are produced by CONSULTANT for SANBAG

in the performance and completion of CONSULTANT's Services under the Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONSULTANT, or its employees or agents.

- 16.4 CONSULTANT shall not use SANBAG's name or photographs of the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.
- 16.5 All press releases relating to the project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONSULTANT and SANBAG.
- 16.6 CONSULTANT agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONSULTANT from or through SANBAG in connection with CONSULTANT's performance of this Contract, unless (a) the information was known to CONSULTANT prior to obtaining same from SANBAG pursuant to a prior Contract; or (b) the information was at the time of disclosure to CONSULTANT, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONSULTANT or its employees, agents, or subcontractors, or (c) the information was obtained by CONSULTANT from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONSULTANT's knowledge and belief, the right to disclose the same.

## **Article 17      Terminations**

- 17.1 Termination for Convenience. SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall discontinue performance of Services and shall preserve Work in progress and completed Work, pending SANBAG's instruction and shall turn over such Work in accordance with SANBAG's instructions.
  - 17.1.1 CONSULTANT shall deliver to SANBAG, in accordance with SANBAG's instructions, all Products prepared by CONSULTANT or its subcontracts or furnished to CONSULTANT by SANBAG. Upon such delivery, CONSULTANT may then invoice SANBAG for payment in accordance with the terms hereof.

- 17.1.2 If CONSULTANT has fully and completely performed all obligations under this Contract up to the date of termination, CONSULTANT shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the Contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination.
- 17.1.3 CONSULTANT shall be entitled to receive the actual cost incurred by CONSULTANT to return CONSULTANT's equipment, if any, to it or its suppliers' premises, or to turn over work in progress and products in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.
- 17.2 Termination for Cause. In the event CONSULTANT shall file a petition in bankruptcy or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against CONSULTANT or a receiver shall be appointed on account of its solvency, or if CONSULTANT shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONSULTANT; (b) stop any services of CONSULTANT or its subcontractors related to such failure until such failure is remedied; and/or c) terminate this Contract by written notice to CONSULTANT specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the products and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONSULTANT shall not be considered to be a waiver of any subsequent default of CONSULTANT, nor be deemed to waive, amend, or modify any term of this Contract.
- 17.2.1 In the event of termination CONSULTANT shall deliver to SANBAG all finished and unfinished Products prepared by CONSULTANT or its subcontractors or furnished to CONSULTANT by SANBAG.
- 17.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such termination.

## **Article 18      Stop Work Orders**

Upon failure of CONSULTANT or its subcontractors to comply with any of the requirements of this Contract, SANBAG shall have the authority to stop any operations of CONSULTANT or its subcontractors affected by such failure until such failure is remedied or to terminate this Contract in accordance with Article 17. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by CONSULTANT.

## **Article 19      Claims**

CONSULTANT shall give SANBAG written notice within seven (7) days after the happening of any event that CONSULTANT believes may give rise to a claim by CONSULTANT for an increase in the Contract Price or in the scheduled time for performance. Within fourteen (14) days after the happening of such events, CONSULTANT shall supply SANBAG with a statement supporting CONSULTANT's claim, which statement shall include CONSULTANT's detailed estimate of the change in Contract Price and scheduled time occasioned thereby. SANBAG shall not be liable for, and CONSULTANT hereby waives, any claim or potential claim of CONSULTANT of which CONSULTANT knew or should have known and which was not reported by CONSULTANT in accordance with the provisions of this Article. CONSULTANT agrees to continue performance of Services during the time any claim of CONSULTANT hereunder is pending. SANBAG shall not be bound to any adjustments in the Contract Price or scheduled time for CONSULTANT's claim unless expressly agreed to by SANBAG in writing and any such adjustments in the Contract Price so agreed to in writing shall be paid to CONSULTANT by SANBAG. No claim hereunder by CONSULTANT shall be allowed if asserted after final payments under this Contract.

## **Article 20      Insurance**

In order to accomplish the indemnification herein provided for, but without limiting the indemnification, CONSULTANT shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

- 20.1 Professional Liability Insurance coverage in an amount not less than \$1,000,000 per claim and in the aggregate. CONSULTANT shall secure and maintain this Insurance throughout the term of this Contract and for a minimum of three (3) years after completion and acceptance of Services by SANBAG.
- 20.2 Workers' Compensation Insurance or state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$250,000 limits,

covering all persons providing services on behalf of CONSULTANT.

- 20.3 Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$3,000,000 in the aggregate written on an occurrence form.
- 20.4 Comprehensive Automobile Liability Coverage, including owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
- 20.5 Proof of Coverage. CONSULTANT shall immediately furnish certificates of insurance to SANBAG evidencing the insurance coverage required above, prior to the commencement of performance of services hereunder, and such certificates shall include SANBAG as additional insured on Comprehensive General Liability Insurance or Commercial General Liability Insurance and auto insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days written notice to SANBAG, and CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services hereunder until the completion of such services.

## **Article 21 Indemnity**

CONSULTANT agrees to indemnify, hold harmless, and defend SANBAG and their officers, employees (past and present), agents, and representatives from and against:

- 21.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and
- 21.2 All claims, actions, losses, damages, and/or liability arising from CONSULTANT's acts errors or omissions and for any costs or expenses incurred by SANBAG on account of any claim therefore, except where such indemnification is prohibited by law.

## **Article 22 Ownership of Drawings and Data**



All drawings, specifications reports and other data developed by CONSULTANT under this Contract shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

## **Article 23      Subcontracts**

- 23.1      CONSULTANT shall not subcontract performance of all or any portion of Services under this Contract, excepting subcontractors listed in the CONSULTANT's proposal, without first notifying SANBAG of the intended subcontracting and obtaining SANBAG's approval in writing of the subcontracting and the subcontractor. The definition of subcontractor and the requirements for subcontractors hereunder shall include all lower-tier subcontracts.
- 23.2      CONSULTANT agrees that any and all subcontractors of CONSULTANT will comply with the terms of this Contract applicable to the portion of Services performed by them. If requested by SANBAG, CONSULTANT shall furnish SANBAG a copy of the proposed subcontract for SANBAG's approval of the terms and conditions thereof and shall not execute such subcontract until SANBAG has approved such terms and conditions. SANBAG approval shall not be unreasonably withheld.
- 23.3      Approval by SANBAG of any services to be subcontracted and the subcontractor to perform said services will not relieve CONSULTANT of any responsibility or liability in regard to the acceptable and complete performance of said services.

## **Article 24      Inspection and Access**

SANBAG shall at all times have access during normal business hours to CONSULTANT's operations and products wherever they are in preparation or progress, and CONSULTANT shall provide sufficient, safe, and proper facilities for such access and inspection thereof. Inspection or lack of inspection by SANBAG, shall not be deemed to be a waiver of any of their rights to require CONSULTANT to comply with the Contract or to subsequently reject unsatisfactory services or products.

## **Article 25      Independent Contractor**

CONSULTANT is and shall be at all times an independent CONTRACTOR. Accordingly, all Services provided by CONSULTANT shall be done and performed by CONSULTANT under the sole supervision, direction and control of CONSULTANT. SANBAG shall rely on CONSULTANT for results only, and shall have no right at any time to direct or supervise CONSULTANT or CONSULTANT's

employees in the performance of Services or as to the manner, means and methods by which Services are performed. All workers furnished by CONSULTANT pursuant to this Contract, and all representatives of CONSULTANT, shall be and remain the employees or agents of CONSULTANT or of CONSULTANT's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

## **Article 26      Communications and Notices**

- 26.1 Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article 26. A change in address may be made by notifying the other party in writing.

For CONSULTANT:

Name:  
Address:

Attn:  
Phone:  
Fax:

For SANBAG:

Name:      San Bernardino Associated Governments  
Address:    1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
              San Bernardino, California 92410  
Attn:        Deborah Robinson Barmack  
Phone:      (909) 884-8276  
Fax:         (909) 885-4407

- 26.2 All communications pursuant to or in connection with this Contract shall be marked with SANBAG's Contract number.

## **Article 27      Disputes**

- 27.1 In the event any dispute arises between the parties hereto under or in connection with this Contract (including but not limited to disputes over

payments, reimbursements, costs, expenses, services to be performed, Scope of Services and/or time of performance), the dispute shall be decided by the Contract Manager of SANBAG or duly authorized representative within thirty (30) calendar days after notice thereof in writing which shall include a particular statement of the grounds of the dispute. If CONSULTANT does not agree with the decision, then CONSULTANT shall have thirty (30) calendar days after receipt of the decision in which to file a written appeal thereto with the Executive Director of SANBAG. If the Executive Director fails to resolve the dispute in a manner acceptable to CONSULTANT, then such appeal shall be decided by a court of competent jurisdiction.

- 27.2 During resolution of the dispute, CONSULTANT shall proceed with performance of this Contract with due diligence.

**Article 28      Gratuities**

CONSULTANT, its employees, agents, or representatives shall not offer or give to an officer, official, or employee of SANBAG gifts, entertainment, payments, loans, or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

**Article 29      Review and Acceptance**

- 29.1 All Services performed by CONSULTANT shall be subject to periodic review and approval by the representatives of SANBAG at any and all places where such performance may be carried on. Failure of SANBAG to make such review, or to discover defective Work, shall not prejudice the rights of SANBAG at the time of final acceptance. All Services performed by CONSULTANT shall be subject to periodic and final review and acceptance by SANBAG upon completion of all Services.
- 29.2 When Services have been completed and the products have been delivered to SANBAG, CONSULTANT shall so advise SANBAG in writing. SANBAG acceptance shall be based on those provisions set forth in the Scope of Services, Attachment "A" within thirty (30) working days of receipt of such

notice, SANBAG shall give CONSULTANT written notice of final acceptance or any Services and Work which have yet to be completed or which are unsatisfactory.

- 29.3 In the event SANBAG does not accept Services or products as submitted then upon their subsequent completion, CONSULTANT shall again so notify SANBAG, and within the above specified time period SANBAG shall give CONSULTANT written notice of final acceptance or notice that the specified unfinished Services or products have not yet been completed or are still not satisfactory. In the latter instance, the foregoing procedures with respect to such specified unfinished Services or products will be repeated. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to SANBAG under this Contract or by law.

#### **Article 30 Assignment**

CONSULTANT shall not assign this Contract wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of SANBAG. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **Article 31 Amendments**

This Contract may only be changed by an amendment duly executed by CONSULTANT and SANBAG except, that changes to the Contract to implement administrative changes such as approved changes in key personnel may be made by administrative amendment signed by CONSULTANT and SANBAG's Contract Manager or other duly authorized representative.

#### **Article 32 Governing Law and Venue**

This Contract shall be subject to the law and jurisdiction of the State of California. The parties acknowledge and agree that this agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Contract will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

### **Article 33      Suspension of Services**

- 33.1 SANBAG may at any time, and from time to time, by written Notice ("Suspension of Work Order") to CONSULTANT, suspend further performance of Services by CONSULTANT. Said Suspension of Services Order shall specify the date of suspension and the estimated duration of the suspension. Upon receiving any such Suspension of Work Order, CONSULTANT shall promptly suspend further performance of Services to the extent specified, and during the period of such suspension shall properly care for and protect all Services in progress. Such suspensions shall not exceed more than one hundred twenty (120) consecutive calendar days each, nor aggregate more than one hundred eighty (180) calendar days; and, if they do, CONSULTANT may, if it so elects by notifying SANBAG in writing, consider that this Contract has been terminated for convenience of SANBAG. If the Contract has not been so terminated by CONSULTANT, then SANBAG may at any time withdraw the Suspension of Services Order as to all or part of the suspended Services by written notice to CONSULTANT specifying the effective date and scope of withdrawal, and CONSULTANT shall resume diligent performance of Services for which the suspension is withdrawn on the specified effective date of withdrawal.
- 33.2 If CONSULTANT believes that any such suspension or withdrawal of suspension justifies modification of the Contract compensation, CONSULTANT may request additional compensation and CONSULTANT and SANBAG will attempt to negotiate a mutually acceptable change in compensation and amend the Contract accordingly. If CONSULTANT and SANBAG are unable to agree on a change in compensation, CONSULTANT may request adjustments to either the Contract Price or the scheduled time for performance in accordance with Article 19, Claims herein. In no event shall CONSULTANT be entitled to any prospective profits or any damages because of such suspension.

### **Article 34      Contingent Fee**

The CONSULTANT warrants, by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, SANBAG has the right to annul this Contract without liability, pay only for the value of Services actually performed, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**Article 35     Entire Document**

- 35.1    This Contract and its attachments constitute the sole and only agreement governing Services and supersedes any prior understandings, written or oral, between the parties respecting the within subject matter. All previous proposals, offers, and other communications, written or oral, relative to this Contract, are superseded except to the extent that they have been incorporated into this Contract.
- 35.2    No agent, employee or representative of SANBAG has any authority to bind SANBAG to any affirmation, representation or warranty outside of, or in conflict with, the stated terms of this Contract, and CONSULTANT hereby stipulates that it has not relied, and will not rely, on same.
- 35.3    As this Contract was jointly prepared by both parties, the language in all parts of this Contract will be construed, in all cases, according to its fair meaning, and not for or against either party.

**Article 36     Attorney's Fees**

- 36.1    If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 21, Indemnity.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**To Be Determined**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Lawrence Dale, President  
Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
Legal Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

***Minute Action***

AGENDA ITEM: 6

**Date:** June 15, 2007

**Subject:** 2007 Measure I Population Estimates for Measure I Allocations

**Recommendation:\*** Adopt the 2007 population estimates for use in allocation of Measure I Local Pass-Through Funds

**Background:** Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I funds. The Valley distribution formula for Local Pass-Through Funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components. The formulas are updated annually, using the State Department of Finance population estimates for January 1 of each year. The San Bernardino County Demographic Research Unit disaggregates the unincorporated population by Measure I Subarea, based on the building permit activity and controlled to the Department of Finance unincorporated total.

The January 1 population estimates contained in this agenda item are recommended for approval and use in allocation of Measure I Local Pass-Through Funds. Jurisdictions in the Mountain/Desert show slight population gains from the prior year; however, there should be no recognizable shift in Measure I fund allocations related to population.

\*

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*      *Opposed:*      *Abstained:*

*Witnessed:* \_\_\_\_\_



Both the 2007 population estimates and the 2006 population estimates are included in this agenda item for comparative purposes. As of 2007, the City of Victorville is the first Mountain/Desert city to reach a population of 100,000 or more and the fifth city in San Bernardino County to reach a population of 100,000 or more. During calendar year 2006, the population of the Mountain/Desert Region increased from 527,687 to 547,666, and its share of the total county population increased by 0.52%. Over the past two years, the Mountain/Desert Region has seen its percent share of the county total increase by 1.05% and now 27.01% of the county's population resides in a Mountain/Desert subarea.

***Financial Impact:*** This item has no direct impact upon the SANBAG budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions. The distribution of Measure I funds will be adjusted retroactive to January 1, 2006, to reflect each jurisdictions' relative proportion of population within the Measure I subarea.

***Reviewed By:*** This item is scheduled for review by the Mountain/Desert Committee on June 15, 2007

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist

MEASURE I 2007 POPULATION ESTIMATES  
PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT

PLANNING REGION	(1) DOF/CO 2007	(2) ADJUSTMENT	2007 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
<b>WEST VALLEY</b>					
CHINO	81,224		81,224	5.49%	
CHINO HILLS	78,668		78,668	5.31%	
FONTANA	181,640		181,640	12.27%	
MONTCLAIR	36,622		36,622	2.47%	
ONTARIO	172,701		172,701	11.67%	
RANCHO CUCAMONGA	172,331		172,331	11.64%	
UPLAND	75,169		75,169	5.08%	
UNINCORPORATED	59,203		59,203	4.00%	
<b>TOTAL WEST VALLEY</b>			<b>857,558</b>	<b>57.93%</b>	
<b>EAST VALLEY</b>					
COLTON	51,797		51,797	3.50%	
GRAND TERRACE	12,380		12,380	0.84%	
HIGHLAND	52,186		52,186	3.53%	
LOMA LINDA	22,451		22,451	1.52%	
REDLANDS	71,375		71,375	4.82%	
RIALTO	99,064		99,064	6.69%	
SAN BERNARDINO	205,010		205,010	13.85%	
YUCAIPA	51,784		51,784	3.50%	
UNINCORPORATED	56,742		56,742	3.83%	
<b>TOTAL EAST VALLEY</b>			<b>622,789</b>	<b>42.07%</b>	
<b>TOTAL VALLEY</b>			<b>1,480,347</b>	<b>100.00%</b>	<b>72.99%</b>
<b>MOUNTAINS</b>					
BIG BEAR LAKE	6,207		6,207	11.71%	
UNINCORPORATED	46,806	(3)	46,806	88.29%	
<b>TOTAL MOUNTAINS</b>			<b>53,013</b>	<b>100.00%</b>	<b>2.61%</b>
<b>NORTH DESERT</b>					

Mountain/Desert Agenda Item

June 15, 2007

Page 4

(CONTINUED)					
BARSTOW	23,943		23,943	40.10%	
UNINCORPORATED	35,762		35,762	59.90%	
TOTAL NORTH DESERT			59,705	100.00%	2.94%
(CONTINUED)					
COLORADO RIVER					
NEEDLES	5,759		5,759	70.78%	
UNINCORPORATED	2,377		2,377	29.22%	
TOTAL COLORADO RIVER			8,136	100.00%	0.40%
MORONGO BASIN					
TWENTYNINE PALMS	24,830	(4)	24,830	34.69%	
YUCCA VALLEY	21,044		21,044	29.40%	
UNINCORPORATED	25,712		25,712	35.92%	
TOTAL MORONGO BASIN			71,586	100.00%	3.53%
VICTOR VALLEY					
ADELANTO	27,139	(5)	27,139	7.64%	
APPLE VALLEY	70,297	(5)	70,297	19.79%	
HESPERIA	85,876	(5)	85,876	24.18%	
VICTORVILLE	102,538	(5)	102,538	28.87%	
UNINCORPORATED (3)	69,376	(5)	69,376	19.53%	
TOTAL VICTOR VALLEY	355,226		355,226	100.00%	17.52%
TOTAL DESERT			494,653		
TOTAL MOUNTAIN/DESERT			547,666		27.01%
SUMMARY:					
TOTAL INCORPORATED	1,732,035		1,732,035	85.41%	
TOTAL UNINCORPORATED	295,978		295,978	14.59%	
TOTAL COUNTY	2,028,013		2,028,013	100.00%	

(1) - CITY FIGURES FROM DOF JANUARY 1, 2007 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.

MDC0706C-RPG.DOC

50407000, 50507000

Attachments: MIPop2007-RPG.xls, MIPop2006-RPG.xls

Mountain/Desert Agenda Item  
June 15, 2007  
Page 5

(CONTINUED).

- (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
- (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
- (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
- (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR

**MEASURE I 2006 POPULATION ESTIMATES**  
**PREPARED BY SAN BERNARDINO COUNTY PLANNING DEMOGRAPHIC RESEARCH UNIT**

PLANNING REGION	(1) DOF/CO 2006	(2) ADJUSTMENT	2005 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
<b>WEST VALLEY</b>					
CHINO	78,055		78,055	5.33%	
CHINO HILLS	77,969		77,969	5.33%	
FONTANA	165,462		165,462	11.30%	
MONTCLAIR	35,648		35,648	2.43%	
ONTARIO	171,113		171,113	11.69%	
RANCHO CUCAMONGA	170,479		170,479	11.64%	
UPLAND	74,099		74,099	5.06%	
UNINCORPORATED	72,129		72,129	4.93%	
<b>TOTAL WEST VALLEY</b>			<b>844,954</b>	<b>57.71%</b>	
<b>EAST VALLEY</b>					
COLTON	51,781		51,781	3.54%	
GRAND TERRACE	12,380		12,380	0.85%	
HIGHLAND	51,489		51,489	3.52%	
LOMA LINDA	21,912		21,912	1.50%	
REDLANDS	71,086		71,086	4.86%	
RIALTO	99,189		99,189	6.77%	
SAN BERNARDINO	201,823		201,823	13.78%	
YUCAIPA	50,553		50,553	3.45%	
UNINCORPORATED	58,975		58,975	4.03%	
<b>TOTAL EAST VALLEY</b>			<b>619,188</b>	<b>42.29%</b>	
<b>TOTAL VALLEY</b>			<b>1,464,142</b>	<b>100.00%</b>	<b>73.51%</b>
<b>MOUNTAINS</b>					
BIG BEAR LAKE	6,182		6,182	11.74%	
UNINCORPORATED	46,487	(3)	46,487	88.26%	
<b>TOTAL MOUNTAINS</b>			<b>52,669</b>	<b>100.00%</b>	<b>2.64%</b>
<b>NORTH DESERT</b>					
BARSTOW	23,599		23,599	40.14%	

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50407000, 50507000  
Attachments: MIPop2007-RPG.xls, MIPop2006-RPG.xls

(CONTINUED) UNINCORPORATED	35,190		35,190	59.86%	
TOTAL NORTH DESERT			58,789	100.00%	2.95%
COLORADO RIVER					
NEEDLES	5,681		5,681	70.51%	
UNINCORPORATED	2,376		2,376	29.49%	
TOTAL COLORADO RIVER			8,057	100.00%	0.40%
MORONGO BASIN					
TWENTYNINE PALMS	27,498	(4)	27,498	37.57%	
YUCCA VALLEY	20,537		20,537	28.06%	
UNINCORPORATED	25,149		25,149	34.36%	
TOTAL MORONGO BASIN			73,184	100.00%	3.67%
VICTOR VALLEY					
ADELANTO	24,880	(5)	24,880	7.43%	
APPLE VALLEY	67,507	(5)	67,507	20.15%	
HESPERIA	80,268	(5)	80,268	23.96%	
VICTORVILLE	95,145	(5)	95,145	28.40%	
UNINCORPORATED (3)	67,188	(5)	67,188	20.06%	
TOTAL VICTOR VALLEY	334,988		334,988	100.00%	16.82%
TOTAL DESERT			475,018		
TOTAL MOUNTAIN/DESERT			527,687		26.49%
SUMMARY:					
TOTAL INCORPORATED	1,684,335		1,684,335	84.56%	
TOTAL UNINCORPORATED	307,494		307,494	15.44%	
TOTAL COUNTY	1,991,829		1,991,829	100.00%	

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2006 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.  
(2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.  
(3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED

Mountain/Desert Agenda Item

June 15, 2007

Page 8

(CONTINUED)

IN MEASURE I.

- (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
- (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.

MDC0706C-RPG.DOC

50407000, 50507000

Attachments: MIPop2007-RPG.xls, MIPop2006-RPG.xls

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** June 15, 2007

**Subject:** Mountain/Desert Measure I Audits

**Recommendation:\*** Accept the Measure I Summary Audit Report of Local Pass-Through Funds for the year ending June 30, 2006, for the jurisdictions in the Mountain/Desert Subregion.

**Background:** Each year SANBAG provides for audits of all local jurisdictions receiving Measure I Local Pass-Through Funds. The audits examine both financial and compliance issues related to Measure I expenditures. This item contains the draft report summarizing audit findings for each jurisdiction in the Mountain/Desert area of the county.

To date, SANBAG has received draft audits for every jurisdiction in the Mountain/Desert. The cumulative information contained in the draft audits indicates that Mountain/Desert jurisdictions received \$25,326,020 in Measure I revenue and had remaining fund balances of \$44,424,635. Although several Mountain/Desert jurisdictions had non-compliance findings, none were of a material nature.

**Financial Impact:** This item has no direct impact upon the SANBAG budget. Measure I Local Pass-Through Funds are distributed by SANBAG and held by each local jurisdiction in a special Measure I fund. SANBAG expenses relative to the administration of the Measure I program are consistent with the

\*

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_



Mountain/Desert Committee

June 15, 2007

Page 2 of 7

adopted budget, Task No. 0750500, Measure I Administration –  
Mountain/Desert General.

***Reviewed By:*** This item is scheduled for review by the Mountain/Desert Committee on  
May 18, 2007.

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist

MDC0706B-RPG.DOC

Attachments: MIA06COMD-RPG.DOC, MISA0506-RPG.DOC

## MEASURE I LOCAL PASS-THROUGH FUNDS

### 2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

The Measure I Local Pass-Through Funds were created as part of the half cent Retail Transactions and Use Tax approved by the voters of San Bernardino County in 1989 to be used for transportation improvements and traffic management. In its capacity as San Bernardino County Transportation Authority, San Bernardino Associated Governments (SANBAG) is responsible for administration of funds and implementation of programs identified in the Measure.

This report provides summary information on revenue and expenditures of the Measure I Local Pass-Through Funds during Fiscal Year 2005-2006 for each of the cities and the County unincorporated areas within each of the Measure I subareas. This report covers the fifteenth year in which Measure I revenue has been distributed to local jurisdictions within San Bernardino County for local transportation projects.

In the Valley subregion of the County, Local Pass-Through Funds are distributed to the cities and County for local street and road projects. Valley jurisdictions receive funds based upon the ratio of their population to the total Valley population. The Mountain/Desert jurisdictions receive Measure I Local Pass-Through Funds to be expended for transportation projects as specified in the Measure, whereby funds are to be expended for local road projects (30%), arterial and regional road projects (65%), and for elderly and handicapped transportation services (5%). Mountain/Desert revenue is allocated to each subarea based upon the funds generated within each subarea and distributed to each jurisdiction within the subarea based upon a formula of 50% population and 50% point of generation.

This summary report provides information relative to both the financial and compliance audits conducted by Miers & Miers, Certified Public Accountants, of twenty-four city funds and the six subarea funds administered by the County. The financial audits consist of examination of financial statements and accounting principles, while the compliance audits examine expenditures to insure conformity with the Measure I Policies adopted by the San Bernardino Associated Governments Board of Directors.

#### REVENUE

Local jurisdictions receive retail transactions and use tax revenue from San Bernardino Associated Governments each month, based on the allocation formulas contained in the Measure I Expenditure Plans. The revenue is maintained in the Special Measure I Transportation Sales Tax Fund of each local jurisdiction. Interest received from the investment

of these funds is deposited into the special Measure I Fund to be used for transportation projects approved by the governing bodies.

In the Mountain/Desert subregions, Measure I Revenue increased in 2005/2006 by 16.4% over the prior year. Following is a summary of the Measure I Local Pass-Through Funds distribution and interest accrued during 2005/2006.

**LOCAL PASS-THROUGH FUNDS**  
Year Ending June 30, 2006

<b>SUBREGION</b>	<b>REVENUE</b>	<b>INTEREST</b>	<b>TOTAL REVENUE</b>
Mountain/Desert	\$25,326,020	\$6,771,743	\$32,097,763

**EXPENDITURES AND FUND BALANCES**

Expenditures of Measure I Local Pass-Through Funds are made pursuant to the Five Year Capital Improvement Plans and Twenty-Year Transportation Plans adopted annually by the City/Town Councils and the Board of Supervisors. Specific projects funded by the Measure I Local Pass-Through Funds in each jurisdiction are identified in the jurisdictional tables contained in this report. Total expenditures and fund balances remaining on June 30, 2005, are as follows:

<b>SUBREGION</b>	<b>2004-2005 FUND BALANCE</b>	<b>2005-2006 EXPENDITURES</b>	<b>FUND BALANCE June 30, 2006</b>
Mountain/Desert	\$35,808,052	\$22,131,779	\$44,424,635

**MEASURE I LOCAL PASS-THROUGH FUNDS  
MOUNTAIN DESERT SUBREGION 2005/2006 COMPLIANCE ISSUES**

**In addition the annual financial audit of each jurisdiction receiving Measure I Local Pass-Through Funds, auditors for San Bernardino Associated Governments also conduct an audit to insure compliance with laws, regulations, and policies governing the use of Measure I Transportation Sales and Use Tax Funds. The following listing identifies the non-compliance issues found in each recipient jurisdiction.**

**CITY OF ADELANTO**

Current Year: None Found

Prior Year: The City of Adelanto made advances/loans of Measure I revenues to other funds within the City. This finding has since been resolved.

**TOWN OF APPLE VALLEY**

Current Year:

1. The Town made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. It is recommended that the Town update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The Town should also notify San Bernardino Associated Governments of any changes to the Five Year Plan.
2. The Town is not in compliance with Measure I Policies. It has exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue for local projects.

Prior Year:

1. The Town made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has not been resolved.
2. The Town was not in compliance with Measure I Policies. It exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue for local projects. This finding has not been resolved.

**CITY OF BARSTOW**

Current Year: None found.

Prior Year: None found.

**MEASURE I LOCAL PASS-THROUGH FUNDS  
MOUNTAIN DESERT SUBREGION 2005/2006 COMPLIANCE ISSUES**

**CITY OF BIG BEAR LAKE**

Current Year: None found.  
Prior Year: None found.

**CITY OF HESPERIA**

Current Year: The City is not in compliance with Measure I Policies. It has exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue for local projects.

Prior Year: None Found

**CITY OF NEEDLES**

Current Year: The City made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. It is recommended that the City update its Measure I Five Year Capital Improvement Plan to adjust for changes as they become apparent. The City should also notify San Bernardino Associated Governments of any changes to the Five Year Plan.

Prior Year: None found.

**CITY OF TWENTYNINE PALMS**

Current Year: None Found

Prior Year: The City mad expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has since been resolved.

**CITY OF VICTORVILLE**

Current Year: None Found

Prior Year: The City exceeded the categorical project expenditure limitation of one-half of annual Measure I revenue. This finding has not been resolved.

**MEASURE I LOCAL PASS-THROUGH FUNDS  
MOUNTAIN DESERT SUBREGION 2005/2006 COMPLIANCE ISSUES**

**TOWN OF YUCCA VALLEY**

Current Year: None Found

Prior Year: The Town made expenditures from the Measure I fund for projects not on the Five Year Capital Improvement Plan. This finding has since been resolved.

**COUNTY OF SAN BERNARDINO – COLORADO RIVER SUBAREA**

Current Year: Not Yet Determined. Additional Information Forthcoming.

Prior Year: None Found

**COUNTY OF SAN BERNARDINO – NORTH DESERT SUBAREA**

Current Year: Not Yet Determined. Additional Information Forthcoming.

Prior Year: None Found

**COUNTY OF SAN BERNARDINO – MORONGO BASIN SUBAREA**

Current Year: Not Yet Determined. Additional Information Forthcoming.

Prior Year: None Found

**COUNTY OF SAN BERNARDINO – MOUNTAINS SUBAREA**

Current Year: Not Yet Determined. Additional Information Forthcoming.

Prior Year: None Found

**COUNTY OF SAN BERNARDINO – VICTOR VALLEY SUBAREA**

Current Year: Not Yet Determined. Additional Information Forthcoming.

Prior Year: None Found

Mountain/Desert Subregion Statistical Table  
Measure I Local Pass-Through Summary Audit Table  
For the Year Ending June 30, 2006

2

Jurisdiction	Revenue	Interest*	Total Revenue	Prior Year Balance **	Expenditures	Ending Balance **	Bal/Rev
Adelanto	\$839,827	\$1,361,194	\$2,201,021	\$3,835,302	\$2,795,410	\$3,240,910	386%
Apple Valley	\$2,504,980	\$431,826	\$2,936,806	\$6,283,307	\$5,819,662	\$3,400,451	136%
Barstow	\$1,939,607	\$1,271,888	\$3,211,495	(\$1,852,552)	\$810,570	\$548,373	28%
Big Bear Lake	\$699,744	\$514,407	\$1,214,151	(\$45,385)	\$553,202	\$615,564	88%
Hesperia	\$3,604,727	\$117,226	\$3,721,953	(\$3,016,707)	\$1,624,240	(\$918,994)	-25%
Needles	\$272,517	\$12,306	\$284,823	\$466,287	\$30,564	\$720,546	264%
Twentynine Palms	\$913,464	\$79,476	\$992,940	\$1,457,162	\$782,896	\$1,667,206	183%
Victorville	\$7,501,413	\$643,314	\$8,144,727	\$15,713,378	\$4,359,793	\$19,498,312	260%
Yucca Valley	\$1,257,149	\$118,490	\$1,375,639	\$820,290	\$695,200	\$1,500,729	119%
SBCO Colorado River	\$74,250	\$10,323	\$84,573	\$383,369	\$68,153	\$399,789	538%
SBCO North Desert	\$1,290,723	\$67,946	\$1,358,669	\$2,373,789	\$730,690	\$3,001,768	233%
SBCO Morongo Basin	\$723,959	\$1,511,222	\$2,235,181	\$2,288,193	\$2,159,424	\$2,363,950	327%
SBCO Mountains	\$1,657,556	\$143,148	\$1,800,704	\$4,857,451	\$827,376	\$5,830,779	352%
SBCO Victor Valley	\$2,046,104	\$488,977	\$2,535,081	\$2,244,168	\$874,599	\$2,555,252	125%
TOTAL	\$25,326,020	\$6,771,743	\$32,097,763		\$22,131,779	\$44,424,635	175%

\* May include reimbursements to Measure I fund and other revenue transferred in.

\*\* Negative fund balances indicate debt associated with participation in SANBAG bonding program.

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT**  
**2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
ADELANTO							
Regional/Arterial	\$545,888	\$1,109,106	\$1,654,994	\$2,690,751	\$2,322,696	Total Regional/Arterial	\$2,023,049
					\$2,322,696**	Adelanto Town Centre, paving, signalization, widening	
Local	\$251,948	\$251,069	\$503,017	\$1,084,404	\$437,714	Total Local	\$1,149,704
					\$346,210	Pearmain/SR18 to Seneca, full street improvements	
					\$91,504	City-wide, general street repairs	
E&H Transit	\$41,991	\$1,019	\$43,010	\$60,147	\$35,000	Total E&H Transit	\$68,157
					\$35,000	VVTA	
TOTAL	\$839,827	\$1,361,194	\$2,201,021	\$3,835,302	\$2,795,410	Total Expenditures	\$3,240,910

\* May include reimbursements to the Measure I Fund and other revenue.

\*\* All project activities occurred within the public rights-of-way. No Measure I funds were expended within the private development.



MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
APPLE VALLEY							
Regional/Arterial	\$1,628,237	\$372,941	\$2,001,178	\$4,384,616	\$4,127,151	Total Regional/Arterial	\$2,258,643
					\$3,186,871	Apple Valley Rd./Bear Valley Rd. to Yucca Loma Rd., widen from 3 to 4 lanes	
					\$186,214	Apple Valley Rd./ Yucca Loma Rd. to SR-18, construct 4 traffic signals	
					\$102,358	High Desert Corridor, construct new road	
					\$1,043	SR-18/west of Apple Valley Rd. to Corwin Rd., widen from 4 to 6 lanes	
					\$5,273	Dale Evans Pkwy., construct median	
					\$336,870**	Paving, PMS priorities	
					\$308,522	Kiowa Rd., street improvements	
					\$1,514,508	Total Local	\$1,004,086
					\$1,514,508**	Town-wide streets, per the PMS, rehabilitation	
					\$150,000	Total E&H Transit	\$165,725
					\$150,000	VVTA Transit	
TOTAL	\$2,504,980	\$431,826	\$2,936,806	\$6,283,307	\$5,791,659	Total Expenditures	\$3,428,454

\* May include reimbursements to the Measure I fund and other revenue

\*\* Expenditures not authorized per the Town's Measure I Five Year Capital Improvement Plan

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
BARSTOW Regional/Arterial	\$1,260,745	\$51,157	\$1,311,902	(\$1,877,780)	\$194,912	Total Regional/Arterial	(\$760,790)
					\$192,400	Bond interest	
					\$2,515	2005/2006 Street Plan (Sequoia Dr., Zion Dr., Yosemite Ct., Glacier Dr., Keith St., Otis St., Mary Anne Ave., Maxine Ave., Grace St	
					\$489,347	Total Local	
					\$38,449	1st Ave./Irwin Rd. realignment	
Local	\$581,882	\$1,205,450	\$1,787,332	(\$379,232)	\$58,105	W. Main St./Ave. L to Ave. H, reconstruction	\$918,753
					\$367	W. Main St./Ave. A to Ave. H, reconstruction	
					\$185,734	E. Main St./Yucca to Coolwater, reconstruction	
					\$206,692	2005/2006 Street Plan (Sequoia Dr., Zion Dr., Yosemite Ct., Glacier Dr., Keith St., Otis St., Mary Anne Ave., Maxine Ave., Grace St	
					\$126,311	Total E&H Transit	
E&H Transit	\$96,980	\$15,281	\$112,261	\$404,460	\$126,311	Barstow Transit	\$390,410
<b>TOTAL</b>	<b>\$1,939,607</b>	<b>\$1,271,888</b>	<b>\$3,211,495</b>	<b>(\$1,852,552)</b>	<b>\$810,570</b>	<b>Total Expenditures</b>	<b>\$548,373</b>

\* May include reimbursements to the Measure I Fund and other revenue.

\*\* Negative balances indicate debt related to Bond Program

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT**  
**2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
<b>BIG BEAR LAKE</b>							
Regional/Arterial	\$454,834	\$18,454	\$473,288	(\$110,451)	\$57,169	Total Regional/Arterial	\$305,668
					\$57,169	SR18/Paine Rd./Village Dr, new traffic signal	
Local	\$209,923	\$495,051	\$704,974	\$37,376	\$467,153	Total Local	\$275,197
					\$278,886	SR18/Paine Rd./Village Dr, new traffic signal	
					\$78,000	Brownie Ln. overlay	
					\$110,267	City-wide locations, public works street maintenance	
E&H Transit	\$34,987	\$902	\$35,889	\$27,690	\$28,880	Total E&H Transit	\$34,699
					\$28,880	Mountain Area Regional Transit Authority (MARTA)	
<b>TOTAL</b>	<b>\$699,744</b>	<b>\$514,407</b>	<b>\$1,214,151</b>	<b>(\$45,385)</b>	<b>\$553,202</b>	<b>Total Expenditures</b>	<b>\$615,564</b>

\* May include reimbursements to the Measure I Fund and other revenue.

\*\* Negative balances indicate debt related to Bond Program

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT**  
**2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>HESPERIA</b>							
Regional/Arterial	\$2,343,073	\$86,960	\$2,430,033	(\$2,229,009)	\$517,326	<b>Total Regional/Arterial</b>	(\$316,302)
					\$109,790	Bond Interest	
					\$60,000	7th Ave./Main St. to Willow St., street widening	
					\$347,536	City-wide pavement rehabilitation project (Cottonwood Ave./Main St to El Centro, Maple Ave./California Aqueduct to Main St., Mesquite St./3rd Ave. to 7th Ave.)	
<b>Local</b>					\$931,914	<b>Total Local</b>	(\$832,332)
	\$1,081,418	\$25,557	\$1,106,975	(\$1,007,393)	\$52,862	Bond interest	
					\$879,052	City-wide pavement rehabilitation project (Arbury St., Ash St., Bleroit St., Cotton Ave., Cromdale St., Dalscote St., El Centro St., Eton Cr., existing tracts south of Ranchero Rd., existing tracts west of Maple Ave. and south of Main St., Greenwood St., Halinor St., Hemlock Ave., Joshua St., Kern Ave., Lime St., Mission St., 9th Ave., Oakwood Ave., Redwood Ave., 3rd Ave., Victor Ave., Wells Faroo St.	
<b>E&amp;H Transit</b>	\$180,236	\$4,709	\$184,945	\$219,695	\$175,000	<b>Total E&amp;H Transit</b>	\$229,640
					\$175,000	Victor Valley Transit Authority	
<b>TOTAL</b>	\$3,604,727	\$117,226	\$3,721,953	(\$3,016,707)	\$1,624,240	<b>Total Expenditures</b>	(\$918,994)

\* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>NEEDLES</b>							
Regional/Arterial	\$177,136	\$6,915	\$184,051	\$244,431	\$18,270	Total Regional/Arterial	\$410,212
					\$17,479	Needles Highway/Pashard to N St, slurry seal	
					\$791**	Congestion Management Plan	
					\$0	Total Local	\$279,710
Local	\$81,755	\$4,945	\$86,700	\$193,010			
E&H Transit	\$13,626	\$446	\$14,072	\$28,846	\$12,294	Total E&H Transit	\$30,624
					\$12,294	Needles Area Transit	
<b>TOTAL</b>	<b>\$272,517</b>	<b>\$12,306</b>	<b>\$284,823</b>	<b>\$466,287</b>	<b>\$30,564</b>	<b>Total Expenditures</b>	<b>\$720,546</b>

\* May include reimbursements to the Measure I Fund and other revenue.

\*\* Expenditures not authorized per the City's Measure I Five Year Capital Improvement Plan

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT**  
**2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>TWENTYNINE PALMS</b>							
Regional/Arterial	\$593,751	\$71,934	\$665,685	\$1,317,982	\$619,972	<b>Total Regional/Arterial</b>	\$1,363,695
					\$2,790	Various Locations, Congestion Management Program	
					\$2,773	SR-62/Sunrise Rd. to Canyon Rd., widen and install lane	
					\$37,733	National Park Dr. install median	
					\$553,477	Two Mile Rd./Adobe to Sunrise, overlay and widen	
					\$20,713	City-wide Traffic Study	
					\$2,487	Various Locations, pavement	
					\$123,624	<b>Total Local</b>	\$268,997
Local	\$274,039	\$6,419	\$280,458	\$112,163	\$19,670	Lupine Ave./SR-62 to Two Mile Rd., widen and berm	
					\$12,841	Morongo Rd./El Paseo Dr. to Two Mile Rd., engineering	
					\$39,300	<b>Total E&amp;H Transit</b>	\$34,514
E&H Transit	\$45,674	\$1,123	\$46,797	\$27,017	\$39,300	Morongo Basin Transit Authority	
<b>TOTAL</b>	<b>\$913,464</b>	<b>\$79,476</b>	<b>\$992,940</b>	<b>\$1,457,162</b>	<b>\$782,896</b>	<b>Total Expenditures</b>	<b>\$1,667,206</b>

\* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
VICTORVILLE						Total Regional/Arterial	\$15,472,575
Regional/Arterial	\$4,875,918	\$515,319	\$5,391,237	\$12,938,360	\$2,857,022	Air Expressway/National Trails Hwy. to Village Dr., widen and improve	
					\$307	Air Expressway/Adelanto Rd. to Emerald Rd., widen and improve	
					\$276	Amethyst Rd./Palmdale Rd., construct signal	
					\$21,123	Bear Valley Rd./BNSF, bridge widening	
					\$8,173	East/West Corridor/Hwy. 395 to I-15, preliminary engineering	
					\$11,394	East/West Corridor/Hwy. 395 to I-15, environmental study (City 20%)	
					\$264,844	Green Tree Blvd./Hesperia Rd. to Yucca Loma Bridge, preliminary alignment study	
					\$70,056	Green Tree Blvd./Burning Tree Dr., construct signal	
					\$219,958	Hesperia Rd./Seneca Rd. to D St., reconstruct and widen	
					\$71,093	Mojave Dr./I-15 interchange, design	
					\$1,622	National Trails Hwy./Mojave River Bridge to city limit, street rehabilitation	
					\$276,513	National Trails Hwy./Mojave River Bridge to city limit, street rehabilitation	
					\$3,294	National Trails Hwy./Mojave River Bridge to city limit, barrier rail replacement, truss rehabilitation	
					\$342,651	Stoddard Wells Rd./I-15 to Hwy. 18, reconstruct	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
VICTORVILLE (Continued)							
Local	\$2,250,424	\$106,479	\$2,356,903	\$2,105,511	\$234,493 \$1,153,779 \$17,900 \$149,773 \$9,773 \$1,002,771 \$164 \$25,873 \$34,984 \$198 \$51,351 \$30,168 \$447,675 \$234,261 \$142,165 \$897 \$35,035 \$500,000 \$500,000 \$4,359,793	City-wide, pavement overlay City-wide, traffic control City-wide, computer equipment Traffic signal controls, video detection retrofit Traffic signal controls, LED retrofit <b>Total Local</b> Eucalyptus/-15 Interchange, project study report Ottawa Rd./Hesperia Rd. to railroad, widen curb, gutter, sidewalk and overlay Ridgecrest Rd./Pebble Beach Dr., construct signal Seneca Rd./Hesperia Rd. to Green Tree East, construct 2-lane road Sycamore St./Cobalt Rd. to Hwy. 395, rehabilitate, widen and Tamarisk Rd./Lindero Rd. to Pahute St. construct 2-lane road Various streets, signal maintenance Various streets, sweeper Various streets, street sweeping Traffic controls, various improvements City-wide, signal timing coordination <b>Total E&amp;H Transit</b> VVTA Transit <b>Total Expenditures</b>	\$3,459,643   

\* May include reimbursements to the Measure I Fund and other revenue.



**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT**  
**2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
YUCCA VALLEY Regional/Arterial	\$817,147	\$71,052	\$888,199	\$271,540	\$268,606	Total Regional/Arterial	\$891,133
					\$50,434	Joshua Ln. reserve, overlay, slurry, cape seal	
					\$17,518	Yucca Mesa/SR62 to Buena Vista, overlay, slurry, cape seal	
					\$3,171	Traffic surveys and warrant studies, speed surveys and traffic studies	
					\$2,726	Congestion Management Plan, planning and analysis	
					\$3,531	SR62/Sage to Airway, design	
					\$574	Pavement Management Analysis	
					\$160,275	Cat loader and Street Sweeper	
					\$30,377	Bond interest	
					\$334,911	Total Local	
					\$9,293	Rubidoux/Joshua Dr., slurry seal, overlay	
Local	\$377,145	\$46,256	\$423,401	\$518,290	\$21,726	Lisbon, east end/Frontera, slurry seal, overlay	\$606,780
					\$6,452	Traffic surveys and warrant studies, traffic counts	
					\$3,928	Pinon/SR62 south to end, slurry seal, overlay	
					\$6,678	Navajo, east to west end, slurry seal, overlay	
					\$2,968	Arrowhead, north end, slurry seal, overlay	
					\$15,136	Pueblo Trail/Church to Shawnee, slurry seal, overlay	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
YUCCA VALLEY Local (continued)					\$12,267	Apache Trail/Onaga to SR62, slurry seal, overlay	
					\$11,773	Bannock Trail/320ft. South of Navajo to SR62, slurry seal, overlay	
					\$14,285	Cherokee Trail/Yucca Trail to SR62, slurry seal, overlay	
					\$12,539	Elk Trail/200ft. South of Navajo, slurry seal, overlay	
					\$693	Free Gold Ct./Free Gold Ct. to south end, slurry seal, overlay	
					\$5,144	El Dorado/Free Gold Ct. to El Dorado, slurry seal, overlay	
					\$14,246	Grand/Joshua Dr. to Kismet, slurry seal, overlay	
					\$6,791	Palm/Onaga to Joshua Dr., slurry seal, overlay	
					\$13,926	Sage/Joshua Dr. to south end, slurry seal, overlay	
					\$2,869	El Dorado/Sage to Grand, slurry seal, overlay	
					\$2,968	Desert Gold/Sage to Grand, slurry seal, overlay	
					\$2,889	Free Gold/Sage to Grand, slurry seal, overlay	
					\$23,401	Aster/Yucca Trail to Joshua Dr., slurry seal, overlay	
					\$3,777	Navajo/Joshua Ln. to Sage, slurry seal, overlay	
					\$5,293	Desert Gold/Acoma to El Dorado, slurry seal, overlay	

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT**  
**2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
YUCCA VALLEY Local (continued)					\$693	Elk Ct./Desert Gold to north end, slurry seal, overlay	
					\$3,463	Elk Trail/Elk Ct. to Golden Bee, slurry seal, overlay	
					\$6,925	Golden Bee/west end to Acoma, slurry seal, overlay	
					\$890	Acoma Ct./Acoma to west end, slurry seal, overlay	
					\$6,431	Deer Trail/Golden Bee to Desert Gold, slurry seal, overlay	
					\$2,275	El Dorado/Deer to west end, slurry seal, overlay	
					\$1,979	Free Gold/Deer to west end, slurry seal, overlay	
					\$7,024	Desert Gold/Elk to west end, slurry seal, overlay	
					\$594	Geronimo/Desert Gold to north end, slurry seal, overlay	
					\$4,946	Free Gold/Desert Gold to west end, slurry seal, overlay	
					\$2,572	Yuma/Church to Acoma, slurry seal, overlay	
					\$8,722	Cibola/Yuma to Papago, slurry seal, overlay	
					\$7,143	Borrego/Papago to Yuma, slurry seal, overlay	
					\$7,143	Santa Fe to 212 ft. south of Navajo, slurry seal, overlay	
					\$1,992	Geronimo/Pueblo to Santa Fe, slurry seal, overlay	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR** FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END** FUND BALANCE
YUCCA VALLEY Local (continued)					\$7,618	Hopi/Santa Fe to Navajo, slurry seal, overlay	
					\$8,815	Mariposa/Pueblo to Mountain View, slurry seal, overlay	
					\$8,928	Inca/DR62 to Navajo, slurry seal, overlay	
					\$8,211	Shawnee/Santa Fe to Navajo, slurry seal, overlay	
					\$2,859	Deer/Onaga to 200ft south of Navajo, slurry seal overlay	
					\$17,965	Condalia/Yucca Trail to Navajo, slurry seal, overlay	
					\$3,208	Trojan Way/SR62 south to end, slurry seal, overlay	
					\$2,311	Pavement Management Analysis	
					\$13,162	Miscellaneous intersections, street lights	
					\$91,683	<b>Total E&amp;H Transit</b>	\$2,816
					\$91,683	Morongo Basin Transit Authority	
					\$695,200	<b>Total Expenditures</b>	\$1,500,729
	<b>TOTAL</b>						

\* May include reimbursements to the Measure I Fund and other revenue.

\*\* Negative balances indicate debt related to Bond Program

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>SAN BERNARDINO COUNTY</b>							
Colorado River Regional/Arterial	\$48,262	\$8,334	\$56,596	\$284,869	\$710	Total Regional/Arterial	\$340,755
					\$710	Congestion Management Plan, update	
Local	\$22,275	\$1,466	\$23,741	\$78,962	\$61,112	Total Local	\$41,591
					\$61,112	Havasut Lake Rd./1.0 mi. south, Lake Blvd. north/Lake Blvd., SC3000 overlay	
E&H Transit	\$3,713	\$523	\$4,236	\$19,538	\$6,331	Total E&H Transit	\$17,443
					\$6,331	Big River Transit	
<b>TOTAL</b>	<b>\$74,250</b>	<b>\$10,323</b>	<b>\$84,573</b>	<b>\$383,369</b>	<b>\$68,153</b>	<b>Total Expenditures</b>	<b>\$399,789</b>

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT**  
**2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>SAN BERNARDINO COUNTY</b>							
North Desert							
Regional/Arterial	\$838,970	\$38,851	\$877,821	\$1,228,659	\$70,375	<b>Total Regional/Arterial</b>	\$2,036,105
					\$2,039	Congestion Management Plan/North	
					\$5,930	Desert Arterials, update	
					\$1,094	Daggett-Yermo Rd./National Trails Hwy. north/Yermo Rd., overlay	
					\$49,587	Nipton Rd./ 2, 12 mi west to Nevada state line, SC3000 + 4' widening	
					\$2,194	National Trails Hwy./Various sections, overlay SC3000 OPS	
					\$6,013	National Trails Hwy./Crucero Rd. east/5.69 mi. east, Main St. (east leg), rehabilitation	
					\$3,518	Community Blvd./Lenwood Ave. east and north/SR58, rehabilitation	
						Newberry Rd./ 58 mi. south, National Trails Hwy. north/Valley Center Rd., overlay	
						<b>Total Local</b>	
Local	\$387,217	\$21,744	\$408,961	\$851,166	\$524,815	Torres Ave. and others, Barstow area, slurry seal	\$735,312
					\$103,872	Newberry Rd./ 58 mi. south, National Trails Hwy. north/Valley Center Rd., overlay	
					\$1,267	Santa Fe St. and others/Daggett area, overlay SC3000 OPS	
					\$64,772	Newberry Rd./Valley Center Rd. north/Riverside Rd., rehabilitation	
					\$6,334		

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY North Desert, Continued					-\$576	Crucero Rd./National Trails Hwy. north/.03 mi. north, National Trails Hwy. (north leg). rehabilitation	
					\$127,157	Fairview Rd./53 mi. south, Community Blvd north/SR58, overlay	
					\$1,144	Summerset Rd./Community Blvd. north/SR58, overlay SC3000 OPS	
					\$73,702	Shenandoah Ln. and others/Silver Lakes area, slurry seal	
					\$87,905	Frampton Rd. and others/Daggett area, overlay SC3000 OPS	
					\$54,668	South St. and others/Daggett area, overlay SC3000 OPS	
					\$4,570	Newberry Rd./58 mi. south, National Trails Hwy. north/Valley Center Rd., chip seal	
					\$135,500	<b>Total E&amp;H Transit</b>	\$230,351
					\$125,500	Barstow Dial-A-Ride/Barstow area, transit	
					\$5,000	Transportation Reimbursement Escort Program/Red Mountain area, pilot program	
E&H Transit	\$64,536	\$7,351	\$71,887	\$293,964	\$5,000	Searles Valley Transit/Searles Valley area, transit	
					\$5,000	<b>Total Expenditures</b>	\$3,001,768
<b>TOTAL</b>	<b>\$1,290,723</b>	<b>\$67,946</b>	<b>\$1,358,669</b>	<b>\$2,373,789</b>	<b>\$730,690</b>		

\* May include reimbursements to the Measure I Fund and other revenue.

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>SAN BERNARDINO COUNTY</b>							
Morongo Basin				\$1,575,822		<b>Total Regional/Arterial</b>	\$1,554,315
Regional/Arterial	\$470,573	\$1,490,588	\$1,961,161		\$1,982,668	Congestion Management	
					\$2,751	Plan/Morongo Basin arterials, update	
					\$29,812	Reche Rd./SR247, construct turn lane	
					\$2,993	Amboy Rd./Goodwin Rd.	
					\$1,824,957	east/Hollywood Ln, SC-3000 overlay	
					\$37	Amboy Rd./1.02mi. East, Ironage Rd.	
					\$83,426	east 11.93 mi., chip seal	
						Amboy Rd./1.02mi. East, Ironage Rd.	
						east 11.93 mi., AR-4000 overlay	
						Alta Loma Dr./04 mi. west, Sunnyhill	
						Rd./03 mi. east, Outpost Rd.,	
						waterline relocation	
					\$257	La Contenta Rd./Yucca Trail	
						north/SR62 widen, turn pocket	
					\$38,435	Alta Loma Dr./04 mi. west, Sunnyhill	
						Rd./03 mi. east, Outpost Rd.,	
						improve sight distance	
					<b>\$128,756</b>	<b>Total Local</b>	
Local	\$217,188	\$18,715	\$235,903	\$616,915	\$1,249	Lear Ave./Indian Trail north/Poleline	
					\$3,282	Rd. overlay	
					\$113,712	Starlight Mesa Rd. and others/SR247,	
					\$5,310	apron installation	
						Sunnyhill Rd./Alta Loma Dr. north	
						23 mi., pave dirt portion	
						Alta Loma Dr./Sunnyhill Rd.	
						east/1500, sight distance	
						improvement	



MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>SAN BERNARDINO COUNTY</b>							
Morongo Basin, Continued						Melton Trail and others/Joshua Tree area, overlay	\$85,573
E&H Transit	\$36,198	\$1,919	\$38,117	\$95,456		<b>Total E&amp;H Transit</b>	
						<b>Morongo Basin Transit Authority</b>	
						Transportation Reimbursement Escort Program/Lucerne Valley TREP (Morongo Basin), pilot program	
					\$5,000		
						Joshua Tree Government Center/ADA and handicap compliant bus stop, contribution to Transit Authority	
					\$6,500	<b>Total Expenditures</b>	\$2,363,950
<b>TOTAL</b>	<b>\$723,959</b>	<b>\$1,511,222</b>	<b>\$2,235,181</b>	<b>\$2,288,193</b>	<b>\$2,159,424</b>		

\* May include reimbursements to the Measure I Fund and other revenue.

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>SAN BERNARDINO COUNTY</b>							
Mountains							
Regional/Arterial	\$1,077,411	\$115,569	\$1,192,980	\$3,939,390	\$423,318	Total Regional/Arterial	\$4,709,052
					\$7,643	All View Dr. and others, Running Springs area, overlay	
					\$1,438	CMP planning study, update	
					\$353	Daley Canyon Dr./SR18, improve intersection safety	
					\$836	Grandview Rd., Lake Arrowhead area, overlay	
					\$4,723	Holcomb Creek Dr. and others, Green Valley, overlay	
					\$369,599	Hook Creek Rd./Various locations, drainage improvements	
					\$1,825	Lake Dr./SR138 northeast/Lake Gregory Dr., rehabilitation	
					\$1,050	Maple Ln./Barton Ln./Baldwin Ln., rehabilitation	
					\$9,381	Paradise Way/SR38, construct signal, improve intersection	
					\$25,717	San Moritz Way/Lake Dr. north/San Moritz Dr., AC pavement	
					\$753	Waters Dr./Crest Forest Dr. east/SR138, AC overlay	
					\$346,922	<b>Total Local</b>	
					\$22,636	Bowles Blvd./Aeroplane Blvd. northeast/Valley Blvd., pave	
					\$5,605	Butte Ave. and others, Moonridge area, AC overlay	
					\$9,453	Darfo Dr. and other, Crestline area, AC overlay	
Local	\$497,267	\$26,471	\$523,738	\$882,151			\$1,058,967

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY Mountains, Continued					\$2,533	Fairway Blvd. and others, Big Bear City and others, overlay	
					\$85,154	Forest Circle and others, Crestline area, AC overlay-OPS	
					\$203,121	Lake Dr. and others, Angeles Oaks area, AC overlay	
					\$5,108	Mountain Ln. and others, Moonridge area, overlay	
					\$1,867	Old Toll Rd./2 mi. west, Golf Course Rd. north/Peninsula, AC overlay 1.5"	
					\$7,966	Shenandoah Dr. and others, Lake Arrowhead area, rehabilitation, overlay	
					\$3,479	Wolf Rd. and others, Moonridge area, overlay	
					\$57,136	Total E&H Transit	\$62,760
					\$57,136	Mountain Area Regional Transit Authority (MARTA)	
					\$827,376	Total Expenditures	\$5,830,779
E&H Transit	\$82,878	\$1,108	\$83,986	\$35,910			
<b>TOTAL</b>	<b>\$1,657,556</b>	<b>\$143,148</b>	<b>\$1,800,704</b>	<b>\$4,857,451</b>			

\* May include reimbursements to the Measure I Fund and other revenue.

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT**  
**2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006**

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>SAN BERNARDINO COUNTY</b>							
Victor Valley	\$1,329,968	\$470,561	\$1,800,529	\$1,623,208	\$451,131	Total Regional/Arterial	\$1,623,208
Regional/Arterial					\$186,501	Wright Mountain Rd./Zermatt Dr. north/SR2, construction of reserve, pave new road	
					\$9,596	Congestion Management Plan, Victor Valley area update	
					\$118,880	Central Rd. and others/various locations, overlay	
					(\$75)	Summit Valley Rd./SR138 north/Hesperia City Limits, pave	
					(\$8,933)	Rabbit Springs Rd./SR247 east/Midway Ave., AC overlay	
					\$41,006	Dos Palmas Rd./Victorville center line/San Mateo, overlay	
					\$10,353	Sheep Creek Rd./Solano Rd. north/Amador Rd., box culvert construction	
					\$1,182	Custer Ave. and Trade Post Rd. at SR18, construction of left and right turn lanes	
					\$71,160	Summit Valley Rd./SR138 north/Hesperia City Limits, chip seal	
					\$21,461	Beekley Rd./SR138 north/Phelan Rd., drainage improvements	
					\$359,709	<b>Total Local</b>	
					\$3,602	Spruce St. and others/Wrightwood area, AC overlay	
Local	\$613,831	\$13,288	\$627,119	\$455,871			

**MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT**  
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JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
<b>SAN BERNARDINO COUNTY</b>							
Victor Valley (Continued)							
					\$1	Carnelian Rd. and others/Lucerne Valley area, AC overlay	
					\$49,804	Trade Post Rd. and others/Lucerne Valley area, AC overlay	
					\$967	Amethyst Rd./Palmdale Rd. north/Seneca Rd. construct road	
					\$2,104	Beekley Rd./pave and realign	
					\$46,297	South Rd. and others Apple Valley area, slurry seal	
					\$72,469	Pebble Beach Dr. and others Spring Valley area, slurry seal	
					\$52,311	Butte St. and others/Lucerne Valley area, AC overlay (OPS)	
					\$203	Cedar St. and others/Wrightwood area, AC overlay	
					\$61,175	Rock Springs Rd./25 mi. east, Glendale east/Deep Creek Rd., AC overlay (OPS)	
					\$7,484	Del Sol Rd./Milpas Rd. east/Loma Vista, AC overlay (OPS)	
					\$7,322	Deep Creek Rd./50 mi. south, Tussing Ranch Rd. north, Tussing Ranch Rd., AC overlay	
					\$6,638	Tussing Ranch Rd./Central Rd. east, 09 mi., AC overlay	
					\$495	Riviera Dr. and others/Wrightwood area, AC overlay (OPS)	
					\$48,837	Sapphire Rd. and others/Lucerne Valley area, AC overlay (OPS)	
					\$63,759	<b>Total E&amp;H Transit</b>	\$208,763
E&H Transit	\$102,305	\$5,128	\$107,433	\$165,089	\$58,759	VVTA	

MEASURE I LOCAL PASS-THROUGH FUNDS - MOUNTAIN/DESERT  
2005-2006 SUMMARY AUDIT REPORT FOR THE PERIOD ENDING JUNE 30, 2006

JURISDICTION	MEASURE I REVENUE	INTEREST*	TOTAL REVENUE	PRIOR YEAR FUND BALANCE	EXPENDITURES	PROJECTS	YEAR END FUND BALANCE
SAN BERNARDINO COUNTY Victor Valley (Continued)						Transportation Reimbursement Escort Program/Lucerne Valley area, pilot program	
	\$2,046,104	\$488,977	\$2,535,081	\$2,244,168	\$5,000		
<b>TOTAL</b>					<b>\$874,599</b>	<b>Total Expenditures</b>	<b>\$2,555,252</b>

\* Includes payments to State Capital Grants and Taxable Sales to Public

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 8

**Date:** June 15, 2007

**Subject:** Proposition 1B—Local Street and Road Improvement, Congestion Relief and Traffic Safety Account

**Recommendation:\*** Receive report on the status of the Proposition 1B Local Street and Road Improvement, Congestion Relief and Traffic Safety Account.

**Background:** Proposition 1B, approved by the voters at the November 2006, general election, enacts the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, which authorizes the issuance of \$19.925 billion of general obligation bonds for various transportation purposes, including \$2 billion to be allocated by the Controller to cities and counties, by formula, for local street and road purposes, subject to appropriation by the Legislature.

SB 286 as amended June 4, 2007 proposes to apportion the \$2 billion equally between cities and counties, with each group receiving \$1 billion. Subsequently, the \$1 billion each for cities and counties will be apportioned based on the following formulas.

Cities—The formula proposed by SB 286 would apportion the \$1 billion among cities based on the proportion that the total population of the city bears to the total population of all the cities in the state, provided, however, that the Controller shall allocate a minimum of four hundred thousand dollars (\$400,000) to each city. The legislation proposes to use the population estimates prepared by the Demographic Research Unit of the

\*

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Department of Finance as of January 1, 2007. The estimated revenue for each local jurisdiction, as prepared by the California Local Government Finance Almanac, is included as Attachment A to this agenda item.

Counties—The formula proposed by SB 286 allocates seventy-five (75) percent of the funds based on the number of fee-paid and exempt vehicles that are registered in the county bears to the number of fee-paid and exempt vehicles registered in the state and allocates twenty-five (25) percent of the funds based on the proportion that the number of miles of maintained county roads in each county bears to the total number of miles of maintained county roads in the state.

As of the most current version of the legislation, funds apportioned to a city or county will be required to be used for improvements to improving traffic flows, or increasing traffic safety that may include, but not be limited to, street and highway pavement maintenance, rehabilitation, installation, construction and reconstruction of necessary associated facilities such as drainage and traffic control devices, or the maintenance, rehabilitation, installation, construction and reconstruction of facilities that expand ridership on transit systems, safety projects to reduce fatalities, or as a local match to obtain state or federal transportation funds for similar purposes. The funds may not be used for funding transit operating costs.

SB 286 proposes to establish a number of requirements for local governments on the administration of the Prop 1B Local Streets and Roads Funds. The requirements contained in the legislation are as follows:

1. Local governments will be required to submit to the Department of Finance, upon appropriation of bond funds by the Legislature, a list of projects expected to be funded with bond funds pursuant to an adopted city or county budget.
2. Local governments will be required to submit documentation of expenditure of bond funds made available under this subdivision to the Department of Finance, including the name of each project, the location, the amount of the expenditure, and the completion date and estimated useful life.
3. At the conclusion of each fiscal year during which local government expends the funds it has received, the Controller may verify that the local government has expended the funds on eligible projects. Any local government determined to have spent funds on ineligible projects shall reimburse the state for all ineligible expenditures for that fiscal year.



Any funds withheld or returned as a result of a failure to comply with the expenditure guidelines shall be reallocated to the other counties and cities whose expenditures are in compliance.

4. Local governments have three fiscal years to expend the funds from the date that the funds are allocated by the Controller, and any funds not expended within that period shall be returned to the Controller and be reallocated to cities or counties, as applicable, pursuant to the allocation formulas set forth in the legislation, with the exception of the minimum city allocation of \$400,000

Finally, SB 286 would require that the first payment of funds for local streets and roads be allocated by the Controllers office no later than January 1, 2008. It is anticipated that the allocation by the Controllers office to local governments will occur over five years.

**Financial Impact:** This item has no impact on the current adopted SANBAG Budget. Staff activities related to this agenda item are consistent with the adopted budget, Task No 94107000, Mountain/Desert Planning and Programming

**Reviewed By:** This item is scheduled for review by the Mountain/Desert Committee on June 15, 2007

**Responsible Staff:** Ryan Graham, Transportation Planning Specialist

## Attachment A: Estimate of Prop 1B Local Street and Road Improvement Funds

City Allocation = \$1,000,000,000  
Minimum Allocation = \$400,000  
Per Capita => \$31.30

Jurisdiction	Population 1/1/07	Estimated Allocation
ADELANTO	27,139	\$849,497
APPLE VALLEY	70,297	\$2,200,415
BARSTOW	23,943	\$749,456
BIG BEAR LAKE	6,207	\$400,000
CHINO	81,224	\$2,542,449
CHINO HILLS	78,668	\$2,462,442
COLTON	51,797	\$1,621,334
FONTANA	181,640	\$5,685,640
GRAND TERRACE	12,380	\$400,000
HESPERIA	85,876	\$2,688,064
HIGHLAND	52,186	\$1,633,510
LOMA LINDA	22,451	\$702,754
MONTCLAIR	36,622	\$1,146,331
NEEDLES	5,759	\$400,000
ONTARIO	172,701	\$5,405,834
RANCHO CUCAMONGA	172,331	\$5,394,252
REDLANDS	71,375	\$2,234,158
RIALTO	99,064	\$3,100,871
SAN BERNARDINO	205,010	\$6,417,160
TWENTYNINE PALMS	24,830	\$777,221
UPLAND	75,169	\$2,352,917
VICTORVILLE	102,538	\$3,209,613
YUCAIPA	51,784	\$1,620,927
YUCCA VALLEY	21,044	\$658,713
		<b>\$54,653,558</b>

\* Estimates from <http://www.californiacityfinance.com>; allocation expected to be over five years beginning in FY07/08

County	Registered Vehicles	Maintained Mileage	Projected Revenue
SAN BERNARDINO COUNTY	1,554,213	2,822.13	<b>\$50,504,751</b>
* Estimate from <a href="http://www.csac.counties.org">http://www.csac.counties.org</a> ; allocation expected to be over five years beginning in FY07/08			

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 9

**Date:** June 15, 2007

**Subject:** Quarterly Administrative Report on SANBAG Federal Funding Programs

**Recommendation:\***

- 1) Receive report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies.

**Background:** Assembly Bill 1012 requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and Transportation Enhancement (TE) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the FHWA to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project

\*

Approved  
Mountain Desert Policy Committee

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

implementation. In addition, the terms of the contracts require federal fund recipients to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

#### **Quarterly Reporting Status**

Tables 1 – 4 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by April 15<sup>th</sup> as required by the terms of their contract.

#### **Obligation Status**

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. Therefore, unobligated balances from federal apportionments through fiscal year 04/05 will be subject to reprogramming in November 2007. According to project schedules submitted in the project status reports, agencies are anticipating obligation of approximately \$24 million CMAQ (combined total MDAB and SCAB) and \$34.7 million STP by November 2007. Therefore, staff does not expect any CMAQ or STP funds to be subject to reprogramming in December, as indicated by the negative amounts shown in each table under "Expected Amount Subject to Reprogramming 11/07".

As was reported to the SANBAG Board in June 2006, Caltrans has developed an Obligation Authority (OA) Management Policy that limits annual obligations to annual OA levels on a county-by-county basis. Because annual apportionments are almost always higher than annual OA levels, OA being the mechanism to access the apportionments, it is inevitable that SANBAG will eventually lose a portion of past apportionments through AB1012. An analysis of the projected impacts of this policy is necessary before allocation of additional funds.

Please note that TE funds are now administered through the STIP. The obligation deadline, therefore, is in June each year, consistent with the State fiscal year. Programmed funds not obligated or extended will lapse and be unavailable to San Bernardino County until the 2008 STIP Programming Cycle, which begins at the end of this year.

**Financial Impact:** Funding for SANBAG's monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37307000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG's inability to assure timely obligation of funds to avoid loss to the agency and its members.

**Reviewed By:** This item is scheduled for review by the Mountain/Desert Committee on June 15, 2007 and the Plans and Programs Committee on June 20, 2007.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming

**TABLE 1**  
**Congestion Mitigation and Air Quality Program Status**  
**Mojave Desert Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2007 Quarterly Reports				Comments
						1	2	3	4	
Agilent	Adelanto/Auburn/Jonathan Paving	01-052	12/06/00	\$224,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 8/07
Barstow	1st Av. @ Irwin Rd Realignment	00-085	01/05/00	\$265,000	\$265,000	C	C	C	C	Project obligated 8/05
Barstow	ING/CNG Natural Gas Fueling Station	00-077	04/02/03	\$1,587,823	\$1,587,573	C	C	C	C	Project obligated 8/05
Barstow Transit	Purchase Replacement Alt Fuel Paratransit Vehicles	00-081	02/07/01	\$1,663,244	\$1,663,244	C	C	C	C	Project obligated 5/03
Barstow Transit	Purchase Replacement Vehicle Replacement - Gas	20040701	08/06/03	\$613,846	\$289,950	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Barstow Transit	Paratransit Vehicle Replacement	20020140	08/06/03	\$963,000	\$276,000	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Barstow Transit	Purchase Replacement Vehicle Expansion	20040821	08/06/03	\$191,000	\$191,490	C	C	C	C	Project obligated 9/06
Barstow Transit	Paratransit Vehicle Replacement	20041303	08/06/03	\$1,142,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	All funds programmed in future years
Barstow Transit	Bus System - 27 Passenger Replacement Alt Fuel	20041301	10/05/05	\$673,000	\$672,828	C	C	C	C	Project obligated 9/06
Barstow Transit	Bus System - Expansion Bus - 35' Alt Fuel 06-2	200626	10/05/05	\$1,350,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 12/07
Caltrans	I.E. Transportation Management Center & PNR - Fontana	20040811	08/06/03	\$616,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Application submitted to Sacramento. Obligation July/Aug 2007
MBTA	Replacement Paratransit Vehicles - Gas	20040812	08/06/03	\$327,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(28 passenger)	20040813	08/06/03	\$269,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - Alt Fuel(33 passenger)	00-082/01-083	02/07/01	\$2,460,974	\$2,460,974	C	C	C	C	Project fully obligated
MBTA	Purchase Replacement Alt. Fuel Paratransit Vehicles	20020808	08/06/03	\$371,000	\$370,941	C	C	C	C	Project obligated 4/05
SB County	Larrea Rd Paving	00-086	12/06/03	\$569,530	\$569,972	C	C	C	C	Project obligated 7/05
SB County	Mesquite St Paving	00-087	12/06/00	\$534,680	\$534,761	C	C	C	C	Project obligated 8/05
Victorville	Park & Ride at Victor Valley College	01-048	12/06/00	\$102,000	\$102,000	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 7/07
Victorville	1-15/Annaposa Park-n-Ride Lot Expansion	00-107	02/02/00	\$653,728	\$80,000	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 8/07
VVTA	Replace Alt. Fuel Paratransit Vehicles	SB041114	08/06/03	\$1,137,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Grant app to FTA 5/07. Estimate obligation June/July 2007
VVTA	Replacement CNG Buses	SB041084	08/06/03	\$3,498,750	\$3,499,190	C	C	C	C	Project obligated 6/06
VVTA	Replace Alt. Fuel Paratransit Vehicles	00-084	02/07/01	\$1,952,273	\$1,952,273	C	C	C	C	Funds obligated
VVTA	Replacement CNG Buses	00-083	02/07/01	\$3,288,524	\$3,289,124	C	C	C	C	Funds obligated
<b>TOTALS</b>				<b>\$25,183,369</b>	<b>\$17,805,340</b>					

**Obligation Status**

Fiscal Year 06/07:

Apportionment Subject to Reprogramming	\$11,332,904	Apportionment Subject to Reprogramming	\$8,775,815
Obligated Amount to Date*	\$4,877,922	Obligated Amount for FY07/08	\$0
Additional Obligation Scheduled by 11/07	\$2,034,715	Additional Obligation Scheduled by 11/08	\$2,306,696
<b>Expected Amount Subject to Reprogramming 11/07</b>	<b>\$4,420,267</b>	<b>Expected Amount Subject to Reprogramming 11/08**</b>	<b>\$8,468,119</b>

Fiscal Year 07/08:

**NOTES:**

- \* - Includes projects with closed contracts and projects funded through Board set-asides
- \*\* The obligation of CMAQ apportionments is not monitored by Air Basin, therefore, over-obligation in the SCAB compensates for under-obligation in the MDAB
- C - Project Complete/Cancelled
- RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 2**  
**Congestion Mitigation and Air Quality Program Status**  
**South Coast Air Basin**

Quarterly Reporting Status										
Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2007 Quarterly Reports				Comments
						1	2	3	4	
Caltrans	I/E Transportation Management Center & PNR - Fontana	200626	10/05/05	\$5,050,000	\$0	Apr-07	C	Oct-06	Jan-07	RFA3 to be submitted 12/07
		02-022	08/01/01	\$251,000	\$251,000	C	C	C	C	Project obligated 3/05
Chino	Mountain Avenue Traffic Signal Coordination	02-036	08/01/01	\$88,400	\$89,000	C	C	C	C	Project obligated 8/05
		00-097	02/02/00	\$0	\$0	C	C	C	C	Project cancelled by City
Chino Hills	CNG Time-Fill Refueling Stations	02-027	08/01/01	\$432,704	\$432,704	C	C	C	C	Project obligated 3/07
Colton	Alt Fuel Park-n-Ride One-Stop Facility	00-102	02/02/00	\$400,000	\$60,000	Apr-07	C	Oct-06	Jan-07	RFA3 to be submitted 10/07
Colton	Colton San Bernardino Pedestrian/Bikeway	02-038	08/01/01	\$2,590,000	\$2,590,000	C	C	C	C	Project obligated 10/03
Fontana	Washington St at Roche Cyn & Hunts Ln Mitigation	02-032	08/01/01	\$209,000	\$209,000	C	C	C	C	Project obligated 2/04
Highland	Sierra Ave/Mulberry Ave ATMS Ph 1 - Communications	02-021	08/01/01	\$96,000	\$96,000	C	C	C	C	Project obligated 8/05
Highland	5th Street Signal Interconnect	02-029	08/01/01	\$57,000	\$57,000	C	C	C	C	Project obligated 2/03
Highland	Base Line Road Signal Interconnect	00-092	02/02/00	\$105,740	\$105,000	C	C	C	C	Project obligated 5/03
Highland	Anderson St/Tippencanoe Av Signal Interconnect	02-039	08/01/01	\$274,442	\$274,442	C	C	C	C	Project obligated 5/03
Loma Linda	Big Bear Visitors Trolley	00-099	08/06/03	\$1,060,000	\$817,763	Apr-07	Jul-06	Oct-06	Jan-06	Funds programmed in future years
MARTA	Replacement Paratransit Vehicle Purchase	200423	08/06/03	\$1,265,000	\$272,872	Apr-07	Jul-06	Oct-06	Jan-06	Funds programmed in future years
MARTA	Replacement Buses - Alt Fuel	200424	08/06/03	\$80,000	\$0	C	C	C	C	Project obligated 9/06
MARTA	Bus System - Operating Assistance	SEB41055	08/06/03	\$309,700	\$309,700	C	C	C	C	Project obligated 6/03
Montclair	North Montclair Signal Interconnect	02-033	08/01/01	\$1,590,481	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 7/07
Montclair	Ramona Av Grade Separation	00-096	02/02/00	\$3,325,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Omnitran	Replacement Paratransit Vehicles for Access Fleet	20040211	08/06/03	\$5,795,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Omnitran	Bus Replacement - Alt Fuel	SEB40105	08/06/03	\$100,000	\$100,000	C	C	C	C	Project obligated 5/03
Omnitran	Base Line Road Signal Synchronization	02-020	08/01/01	\$911,859	\$911,799	C	C	C	C	Project obligated 7/06
Rancho Cucamonga	East Valley LNG/LCNG Fueling Facility	02-024	08/01/01	\$106,000	\$106,000	C	C	C	C	Project obligated 5/03
San Bernardino	Washington Street at Waterman Avenue Traffic Signal	02-035	08/01/01	\$7,139,000	\$531,000	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
San Bernardino	Metrolink Parking Structure	20020802	08/06/03	\$354,119	\$355,000	C	C	C	C	Project obligated 7/05
San Bernardino	Crestline Commuter Park and Ride Lot	02-028	08/01/01	\$2,545,237	\$2,545,237	C	C	C	C	Project obligated 7/05
SB County	San Bernardino Avenue Traffic Signal/Synchronization	02-023	08/01/01	\$173,250	\$173,772	C	C	C	C	Project obligated 9/05
SB County	San Bernardino Avenue Traffic Signal/Synchronization	00-089	02/02/00	\$173,250	\$173,772	C	C	C	C	Project obligated 9/05
SB County	Wabash Av @ SH-38 - Install Traffic Signals	20040825	08/06/03	\$2,776,800	\$0	Apr-07	Jul-06	Oct-06	Jan-07	Funds programmed in future years
Upland	Upland Metrolink Station - Parking Expansion	02-031	08/01/01	\$1,555,053	\$1,555,053	C	C	C	C	Project obligated 5/04
Upland	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II			\$38,640,786	\$11,642,142					
TOTALS										

**Obligation Status**

Fiscal Year 06/07:	Fiscal Year 07/08:
Apportionment Subject to Reprogramming \$42,576,266	Apportionment Subject to Reprogramming \$12,761,211
Obligated Amount to Date* \$27,171,131	Obligated Amount for FY07/08 \$0
Additional Obligation Scheduled by 11/07 \$21,959,840	Additional Obligation Scheduled by 11/08 \$18,799,022
<b>Expected Amount Subject to Reprogramming 11/07** \$6,554,705</b>	<b>Expected Amount Subject to Reprogramming 11/08 \$6,037,811</b>
	(includes amount over-obligated in FY 06/07)

NOTES:  
 \* - includes projects with closed contracts and projects funded through Board set-asides  
 C - Project Complete/Cancelled  
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 3**  
**Regional Surface Transportation Program Status**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2007 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	El Mirage Rehab & Paving - West City Limits to US395	01-036	10/04/00	\$1,375,466	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 6/08
Apple Valley	Yucca Loma Bridge over Mojave River	200049	12/07/05	\$2,800,000	\$0	*	*	Oct-06	Jan-07	RFA1 submitted 11/06
Bartlow	Lenwood Rd Rehab - Commerce Pkwy to 34mi West	01-040	10/04/00	\$423,000	\$423,000	C	C	C	C	Obligated 8/16/05
Bartlow	East Main St Rehab - Bartlow Rd to Muriel Dr	01-039	10/04/00	\$750,828	\$750,828	C	C	C	C	Obligated 8/17/05
Big Bear Lake	Signal at SR16/Big Bear Bypass Rd/Village Dr	01-035	10/04/00	\$495,280	\$495,280	C	C	C	C	Obligated 8/10/06
Colton	Main St & Iowa Ave Intersection	01-077	02/07/01	\$250,000	\$19,476	Apr-07	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 6/07
Fontana	Sierra Av - Baseline to Highland Av - Widen 4-6 Lanes	01-076	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Foothill Bl - East Av to Hemlock - Widen 4-6 Lanes	01-079/080	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/04/04
Fontana	Juniper/Mulberry Intersection Improvements	01-081	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 9/03
Fontana	Baseline-Citrus to Maple - Widen 2-6 Lanes	01-076	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Hesperia	Ranchero Rd Grade Separation	SBD031276	12/07/05	\$3,650,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 7/08
Highland	5th St - Boulder to SR30 - Widen 2-4 Lanes	01-075	02/07/01	\$870,600	\$870,600	C	C	C	C	Project obligated 8/25/06
Rialto	Pepper Av-Foothill to Highland-Widen and Extend to 6 Lanes	01-078	02/07/01	\$0	\$0	C	C	C	C	Project obligated funds to other projects 12/03
San Bernardino	State St 16th St to Foothill-Extend 2 lanes	01-082	02/07/01	\$2,005,000	\$80,000	Apr-07	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 7/07
SB County	Needles Hwy-N St to Nevada State-Line-Realign Rehab	01-033	10/04/00	\$2,478,840	\$1,043,975	Apr-07	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 10/06
SB County	National Trails Hwy - Passing Lanes	01-038	10/04/00	\$1,907,284	\$310,000	Apr-07	Jul-06	Oct-06	Jan-07	RFA2 to be submitted 5/08
SB County	Cedar Av Widening PSE - Slover Av to Valley Bl	01-074	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 3/25/05
Twentynine Palms	Two Mile Road Rehab - Sunrise to Lear	01-037	10/04/00	\$0	\$0	C	C	C	C	Project cancelled 9/9/04
Victorville	I-15 La Mesa/Risqual Interchange	SBD34170	12/04/02	\$3,800,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA1 to be submitted 2/07
Victorville	I-15/Mojave Dr I/C	33390	12/04/02	\$1,000,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07	RFA3 to be submitted 1/07
Victorville	Bear Valley Rd Rehab - I-15 to Kiowa Rd	01-041	10/04/00	\$5,999,071	\$5,999,000	C	C	C	C	Obligated 08/23/05
<b>TOTALS</b>				<b>\$27,806,389</b>	<b>\$9,992,169</b>					

**Obligation Status**

Fiscal Year 06/07:

Apportionment Subject to Reprogramming \$33,086,642  
 Obligated Amount to Date\* \$31,480,832  
 Additional Obligation Scheduled by 11/07 \$34,770,364  
**Expected Amount Subject to Reprogramming 11/07 \*\*\$-33,154,559**

Fiscal Year 07/08:

Apportionment Subject to Reprogramming \$-15,501,961  
 Obligated Amount for FY07/08 \$0  
 Additional Obligation Scheduled by 11/08 \$7,827,209  
**Expected Amount Subject to Reprogramming 11/08 \$-23,329,170**  
**(Includes amount of over-obligated in FY 06/07)**

NOTES:  
 \* - Includes projects with closed contracts and projects funded through Board set-asides  
 C - TEA-21 Funded Project Complete/Cancelled  
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization



**TABLE 4**  
**Transportation Enhancement Program Status**

Quarterly Reporting Status		2007 Quarterly Reports										Comments
Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	1	2	3	4			
Bartow	I-15/Lenwood Road Landscaping	01-058	12/06/00	\$416,680	\$416,680	C	C	C	C			Obligated 8/16/05
Chino	Chino/Chino Hills Bikeway Connector	00-073	01/05/00	\$435,000	\$435,000	C	C	C	C			Obligated 9/05
Colton	Colton San Bernardino Ped/Bikeway Project	02-041	08/01/01	\$719,853	\$719,853	C	C	C	C			Obligated 3/19/07
Fontana	Fontana Portion of Inland Empire Pacific Electric Trail	200431	10/05/05	\$1,796,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07			Funds to be allocated at April CTC meeting
Rancho Cucamonga	Rancho Cucamonga Portion of Inland Empire Pacific Electric Trail	20020201	10/05/05	\$1,796,000	\$1,796,000	C	C	C	C			Obligated 8/25/06
SB County	Santa Ana River Trail - La Cadena to Waterman	00-070	01/05/00	\$2,706,213	\$2,706,213	C	C	C	C			Project obligated
SB County	Santa Ana River Trail - Waterman Ave to California St	01-054	12/06/00	\$1,040,060	\$1,040,060	C	C	C	C			Project obligated 6/05
SB County	Lake Gregory Walkway	01-055	12/06/00	\$1,009,360	\$1,009,360	C	C	C	C			Project fully obligated
SB County	Green Valley Lake Museum, Trail, Visitors Center	00-076	01/05/00	\$200,000	\$175,244	C	C	C	C			Project obligated 5/05
Twentynine Palms	National Park Drive Entry Project	00-075	01/05/00	\$91,000	\$91,000	C	C	C	C			Project fully obligated
Upland	SP/PE ROW Bike/Ped Trail	01-056	12/06/00	\$1,566,400	\$1,566,400	C	C	C	C			Project obligated 8/04
Upland	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	\$908,000	\$908,000	C	C	C	C			RFA 1 to be submitted 10/07
US Forest Service	Rim of the World Scenic Trail	01-029	01/05/00	\$1,000,000	\$0	Apr-07	Jul-06	Oct-06	Jan-07			RFA 2 to be submitted 3/09
Victorville	Riverwalk Trail	00-071	01/05/00	\$2,212,643	\$761,000	Apr-07	Jul-06	Oct-06	Jan-07			
<b>TOTALS</b>				<b>\$15,897,209</b>	<b>\$11,624,810</b>							

**Allocation Status**

Fiscal Year 06/07:	Fiscal Year 07/08:
Apportionment Subject to Lapse \$3,081,000	Apportionment Subject to Lapse \$2,509,000
Allocated Amount to Date* \$1,796,000	Allocated Amount for FY07/08 \$0
Additional Allocation Scheduled by 7/07 \$0	Additional Allocation Scheduled by 7/08 \$1,999,259
<b>Amount Subject to Lapse 7/07* \$1,285,000</b>	<b>Expected Amount Subject to Lapse 7/08* \$509,741</b>

NOTES: \*Note: TE funds not allocated by the CTC in the year programmed will lapse. The funds will be available for programming in the 2008 STIP cycle

C - TEA-21 Funded Project Complete/Cancelled

RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### *Minute Action*

AGENDA ITEM: 10

**Date:** July 15, 2007

**Subject:** US-395

**Recommendation:**\* Receive comments from Mayor Jim Nehmens, City of Adelanto, regarding US-395.

**Background:** SANBAG received a request from the City of Adelanto on July 7, 2007, indicating that Mayor Jim Nehmens, City of Adelanto, would like an item on the July 15, 2007, SANBAG Mountain/Desert Committee to discuss US-395. This item has been placed on the agenda in response to that request and to provide an opportunity for Mountain/Desert Committee members to receive comments from Mayor Nehmens.

**Financial Impact:** This item has no financial impact upon the adopted SANBAG budget.

**Reviewed By:** This item has been scheduled for consideration by the Mountain/Desert Committee on July 15, 2007.

**Responsible Staff:** Deborah Robinson Barmack  
Director of Management Services

\*

*Approved*  
*Mountain/Desert Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

## SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

## SANBAG Acronym List

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents,  
San Bernardino Associated Governments  
(SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient,  
multi-modal transportation system
- Strengthen economic development  
efforts
- Exert leadership in creative problem  
solving

To successfully accomplish this mission,  
SANBAG will foster enhanced relationships  
among all of its stakeholders while adding  
to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996